

REDACTED

APPLICATION ID: 4T7G2SY12Z
 DATE OF APPLICATION: 09/08/2008
 DESIRED POSITION: Meat/Seafood Clerk

APPLICATION SITE #: 17029520
 REFERRED BY: Unsolicited/Walk In
 NAME OF EMPLOYEE REFFERER:
 APPLIED IN THE LAST 6 MONTHS? Yes
 WOTC Confirmation #: N/A

LEVEL 1 _____ LEVEL 2 _____

DIVISION _____

EMPLOYMENT APPLICATION SUMMARY**PERSONAL INFORMATION**

DANIEL ERICK EDWARD
 LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1406 CHAPLINBAY DRIVE

ADDRESS

P.O. Box

APARTMENT

CHESTER

VA

23836

CHESTERFIELD

CITY

STATE

ZIP CODE

COUNTY

(804)530-1038

(804)530-1038

PRIMARY PHONE NUMBER

ALTERNATE PHONE NUMBER

SOCIAL SECURITY NUMBER

DATE OF BIRTH

AGE 14 - 20

MONTH

DAY

YEAR

To be completed by those under 21 years of age

EMANOFFAITH07@PEOPLEPC.COM

EMAIL ADDRESS

RECEIVED

: 2008

FORMER ADDRESSES WITHIN LAST FOUR YEARS**PREVIOUS ADDRESS 1**

NUMBER AND STREET

P.O. Box

APARTMENT

FROM

TO

CITY

STATE

ZIP CODE

COUNTY

PREVIOUS ADDRESS 2

NUMBER AND STREET

P.O. Box

APARTMENT

FROM

TO

CITY

STATE

ZIP CODE

COUNTY

PREVIOUS ADDRESS 3

NUMBER AND STREET

P.O. Box

APARTMENT

FROM

TO

CITY

STATE

ZIP CODE

COUNTY

PREVIOUS ADDRESS 4

NUMBER AND STREET

P.O. Box

APARTMENT

FROM

TO

CITY

STATE

ZIP CODE

COUNTY

PREVIOUS ADDRESS 5

NUMBER AND STREET

P.O. Box

APARTMENT

FROM

O

CITY

STATE

ZIP CODE

COUNTY

EMPLOYMENT DESIRED

DESIRED POSITION: Meat/Seafood Clerk

SECONDARY DESIRED POSITION: Store Management

DESIRED SCHEDULE: Full Time

AVAILABLE TO START: Now

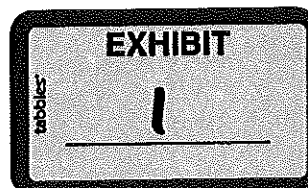
WILL YOU BE ABLE TO WORK HOLIDAYS? YES

AVAILABILITY

	MON	TUE	WED	THUR	FRI	SAT	SUN
START TIME	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	N/A
END TIME	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM	N/A

EDUCATION

CURRENTLY ATTENDING SCHOOL?		NO	ANTICIPATED GRADUATION DATE:		TOTAL YEARS OF EDUCATION COMPLETED		12
SCHOOL TYPE	SCHOOL NAME AND LOCATION	GRADUATED	MAJOR OR PRIMARY COURSE OF STUDY			DATES ATTENDED FROM / TO	
HIGH SCHOOL	east wake high wendell	YES	N/A			N/A	
COLLEGE							
OTHER SCHOOLING							



APPLICANT - DO NOT WRITE ON THIS SIDE TO BE COMPLETED AFTER HIRE BY STORE MANAGER OR DEPARTMENT HEAD (FILL IN ALL SPACES) CHECK ALL SECTIONS FOR COMPLETENESS OF INFORMATION REMAINDER: DATE OF BIRTH ON FRONT PAGE TO BE COMPLETED ON ALL NEW HIRES.																									
SEX (CIRCLE ONE) <u>M = MALE</u> F = FEMALE																									
MARITAL STATUS (CIRCLE ONE) 1 = SINGLE 2 = MARRIED 3 = WIDOWED 4 = DIVORCED 5 = SEPARATED																									
RACE (CIRCLE ONE) AA = ASIAN AI = NATIV AMER/ ALASKAN NATIVE <u>B = BLACK</u> HIS = HISPANIC HOP = HAWAIIAN/ PAC ISLAND TWO = TWO OR MORE W = WHITE																									
HANDICAPPED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO TYPE OF HANDICAP _____																									
VETERAN STATUS (CIRCLE ONE) 1 = VETERAN 2 = DISABLED VETERAN 3 = VIETNAM ERA VETERAN 4 = DISABLED VIETNAM ERA VETERAN																									
DATE WORK STARTED				LEVEL 3/ LEVEL 4 WORK FACILITY				ZONE		STORE															
<table border="1" style="width:100%; text-align: center;"> <tr><th>MONTH</th><th>DAY</th><th>YEAR</th></tr> <tr><td>11</td><td>10</td><td>08</td></tr> </table>				MONTH	DAY	YEAR	11	10	08					27		520									
MONTH	DAY	YEAR																							
11	10	08																							
STATUS (CIRCLE ONE) 2 = FULL-TIME PROBATIONARY <u>4 = PART-TIME</u> 6 = STUDENT 7 = CASUAL																									
SALARY / WAGE						JOB TITLE <u>Meat/Seafood Clerk</u>																			
<table border="1" style="width:100%; text-align: center;"> <tr><th>W</th><th>\$</th><th>\$</th><th>¢</th><th>¢</th><th>¢m</th><th>¢m</th></tr> <tr><td>1</td><td>4</td><td>8</td><td>0</td><td></td><td></td><td></td></tr> </table>						W	\$	\$	¢	¢	¢m	¢m	1	4	8	0				WORK DEPT. <u>meat</u>					
W	\$	\$	¢	¢	¢m	¢m																			
1	4	8	0																						
SIGNED <u>[Signature]</u> 11-10-08						IMPORTANT: A W-4 MUST ACCOMPANY THIS APPLICATION FOR EMPLOYEE TO BE PROPERLY PAID. NOTE: BE SURE WORK PERMIT IS OBTAINED IF REQUIRED BY LAW.																			
(STORE MANAGER/DEPARTMENT HEAD) DATE																									
APPROVED _____ DATE _____																									
TO BE COMPLETED BY PERSONNEL / PAYROLL DEPARTMENTS																									
SHIFT CODE _____ NORMAL HOURS _____																									
DATE NEXT INCREASE				PAY STATUS				PAY FREQUENCY																	
JOB CODE <u>0150280</u>				WORK CENTER				WAGE ACCOUNT <u>210906</u>																	
PAY TYPE (CIRCLE ONE) <u>1</u> 2 3 4 5																									
PAY LEVEL <u>00</u> NEXT APPRAISAL DATE <u>1</u> / <u>1</u> / <u>1</u>																									
UNION MEMBERSHIP CODE <u>C-104006</u> MEMBERSHIP (CIRCLE ONE) 1 2 3 <u>4</u>																									
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UNION SENIORITY #2 _____																									
UNION SENIORITY #3 _____																									
CHECK FORMAT INDICATOR _____																									
SET-UP INDICATOR (CIRCLE ONE) <u>1 = NEW HIRE</u> 2 = REHIRE 3 = REINSTATEMENT 4 = REACTIVATED																									
COMPANY TRAINING PROGRAMS																									
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REMAINDER: ENTER DEGREE INFORMATION FOR COLLEGE STUDENTS/GRADUATES																									
WITHHOLDING TAXES																									
MARITAL STATUS		EXEMPTIONS		TAX METHOD		ADDITIONAL AMOUNT/ PERCENT		AMOUNT OF 1 EXEMPTION		CODE															
FEDERAL <u>MOO</u>		_____		_____		_____		_____		_____															
STATE <u>MOO</u>		_____		_____		_____		_____		_____															
COUNTY <u>JA</u>		_____		_____		_____		_____		_____															
CITY _____		_____		_____		_____		_____		_____															
WORK STATE <u>JA</u>		RESIDENCE STATE _____		_____		_____		_____		_____															
VERIFIED AND PROCESSED BY: NAME _____ DATE _____																									

EMPLOYMENT APPLICATION SUMMARY

[DANIEL . ERICK . 244-29-0266]

EMPLOYMENT HISTORY

FROM / TO DATES	EMPLOYER 1 (NAME, ADDRESS, PHONE #)	STARTING PAY ENDING PAY	STARTING JOB TITLE ENDING JOB TITLE	OK TO CONTACT
01/31/1996	harris lester	350000.00	meat cutter	YES
08/14/2008	virginia virginia beach VA (804)422-4595	580000.00	Seafood Manager	
SUPERVISOR NAME: Kevin		FULL TIME OR PART TIME: Full time		
RESPONSIBILITIES: Opening, closing Dept., managing Dept. / Grocery, Dairy		REASON FOR LEAVING: Voluntarily quit		

FROM / TO DATES	EMPLOYER 2 (NAME, ADDRESS, PHONE #)	STARTING PAY ENDING PAY	STARTING JOB TITLE ENDING JOB TITLE	OK TO CONTACT
1993	Food Lion	10.75 14.00	meat cutter Asst. Manager	
1996				
SUPERVISOR NAME: Bob		FULL TIME OR PART TIME: P.T.		
RESPONSIBILITIES: Asst Manager Meat Dept.		REASON FOR LEAVING: Full Time Job Hands Teck		

FROM / TO DATES	EMPLOYER 3 (NAME, ADDRESS, PHONE #)	STARTING PAY ENDING PAY	STARTING JOB TITLE ENDING JOB TITLE	OK TO CONTACT
1990	Winn Dixie	10.50	meat cutter	
1993		12.35	1st cutter	
SUPERVISOR NAME: Joe Goshorn		FULL TIME OR PART TIME: Full Time		
RESPONSIBILITIES: Opening, closing Dept.		REASON FOR LEAVING: Better Job Opportunity		

FROM / TO DATES	EMPLOYER 4 (NAME, ADDRESS, PHONE #)	STARTING PAY ENDING PAY	STARTING JOB TITLE ENDING JOB TITLE	OK TO CONTACT
1991	Hilton Hotel	30.00 38.00	Kitchen Clerk Kitchen Manager	
1993				
SUPERVISOR NAME: Alex Williams		FULL TIME OR PART TIME: YES		
RESPONSIBILITIES: Manager Kitchen Staff, Assist Banquets		REASON FOR LEAVING: Hotel File Baretcript		

FROM / TO DATES	EMPLOYER 5 (NAME, ADDRESS, PHONE #)	STARTING PAY ENDING PAY	STARTING JOB TITLE ENDING JOB TITLE	OK TO CONTACT
SUPERVISOR NAME:		FULL TIME OR PART TIME:		
RESPONSIBILITIES:		REASON FOR LEAVING:		

HAVE YOU HAD ANY FOOD, FOOD PLANT OR GROCERY EXPERIENCE NOT LISTED IN THE PREVIOUS SECTION? YES
 PLEASE EXPLAIN: I HAVE EXPERIENCE IN THE HOTEL, REST. INDUSTRY AS WELL WITH 12 YEARS OF EXPERIENCE.

MILITARY HISTORY

HAVE YOU SERVED IN THE UNITED STATES ARMED FORCES? YES
 HIGHEST RANK ATTAINED: E-3
 BRANCH OF SERVICE: ARMY
 LIST ANY SKILLS, TRAINING OR QUALIFICATIONS ACQUIRED DURING MILITARY SERVICE YOU FEEL MIGHT BE OF INTEREST OR VALUE TO THIS COMPANY: public relations, business laws, computers courses

EMERGENCY CONTACT INFORMATION

IN CASE OF EMERGENCY, PLEASE NOTIFY

FIRST NAME: shirtenia
 LAST NAME: shirdena
 MIDDLE INITIAL: d
 CITY / STATE: chester VA
 DAYTIME PHONE #: (804)530-1038
 ALTERNATE PHONE #: (804)530-1038
 RELATIONSHIP: SPOUSE

EMPLOYMENT APPLICATION SUMMARY

[DANIEL , ERICK , 244-29-0266]

CRIMINAL HISTORY INFORMATION

*NOTE - THE EXISTENCE OF A CRIMINAL HISTORY WILL NOT AUTOMATICALLY DISQUALIFY YOU FROM THE JOB YOU ARE APPLYING FOR.

HAVE YOU BEEN CONVICTED OF A CRIME ?

NO

DO NOT ANSWER "YES" IF YOUR CONVICTION RECORD HAS BEEN ANNULLED, EXPUNGED, SEALED, PARDONED, ERASED, OR IMPOUNDED.
OMIT MINOR TRAFFIC CITATIONS (ONLY JOB RELATED CONVICTIONS ARE CONSIDERED BY THE KROGER FAMILY OF COMPANIES).

DATE OF CONVICTION:

CONVICTION CITY:

CONVICTION STATE:

DISPOSITION OF THE OFFENSE:

PLEASE EXPLAIN CONVICTION:

HAVE YOU BEEN CONVICTED OF ANY OTHER CRIMES ?

DO NOT ANSWER "YES" IF YOUR CONVICTION RECORD HAS BEEN ANNULLED, EXPUNGED, SEALED, PARDONED, ERASED, OR IMPOUNDED.
OMIT MINOR TRAFFIC CITATIONS (ONLY JOB RELATED CONVICTIONS ARE CONSIDERED BY THE KROGER FAMILY OF COMPANIES).

DATE OF CONVICTION:

CONVICTION CITY:

CONVICTION STATE:

DISPOSITION OF THE OFFENSE:

PLEASE EXPLAIN CONVICTION:

HAVE YOU BEEN CONVICTED OF ANY OTHER CRIMES ?

DO NOT ANSWER "YES" IF YOUR CONVICTION RECORD HAS BEEN ANNULLED, EXPUNGED, SEALED, PARDONED, ERASED, OR IMPOUNDED.
OMIT MINOR TRAFFIC CITATIONS (ONLY JOB RELATED CONVICTIONS ARE CONSIDERED BY THE KROGER FAMILY OF COMPANIES).

DATE OF CONVICTION:

CONVICTION CITY:

CONVICTION STATE:

DISPOSITION OF THE OFFENSE:

PLEASE EXPLAIN CONVICTION:

Have you, or has anyone under your supervision, been found to have violated a prohibition on selling tobacco to minors?

No

EMPLOYMENT APPLICATION SUMMARY

(DANIEL, ERICK, 244-29-0266)

PREVIOUS KROGER FAMILY OF COMPANIES EMPLOYMENT

HAVE YOU EVER WORKED FOR ANY OF THE KROGER FAMILY OF COMPANIES, ITS SUBSIDIARIES OR ANY OTHER GROCERY/RETAIL COMPANY IN THE PAST? NO

NAME OF GROCERY/RETAIL COMPANY:

CITY / STATE:

POSITION HELD:

FROM / TO:

REASON FOR LEAVING:

DID YOU WORK FOR THE COMPANY UNDER A DIFFERENT NAME THAN YOU USE TODAY?

LAST NAME:

FIRST NAME:

DO YOU HAVE ANY RELATIVES WHO ARE EMPLOYED BY THE KROGER FAMILY OF COMPANIES OR IN ANY OTHER FOOD BUSINESS? NO

LAST NAME:

FIRST NAME:

CITY / STATE:

NAME OF EMPLOYER:

RELATIONSHIP:

UNEMPLOYMENT HISTORY

LIST ALL INTERVALS OF UNEMPLOYMENT, IF ANY DURING THE LAST 10 YEARS

FROM - MONTH / YEAR	TO - MONTH / YEAR	BRIEF STATEMENT COVERING THIS PERIOD IF APPLICABLE

DRIVING INQUIRIES

DRIVER'S LICENSE OR STATE ID CARD NUMBER:

LICENSE STATE: VA

LICENSE NUMBER: a61633967

MINIMUM QUALIFICATIONS QUESTIONS

(THIS COMPANY ASKS THIS QUESTION IN ORDER TO ENSURE WE CAN COMPLY WITH STATE AND LOCAL LAWS REGULATING EMPLOYMENT OF MINORS OR ESTABLISHING AGE REQUIREMENTS FOR CERTAIN TASKS.)

ARE YOU UNDER 21 YEARS OF AGE? NO

ARE YOU UNDER 18 YEARS OF AGE? N/A

ARE YOU UNDER 16 YEARS OF AGE? N/A

ARE YOU UNDER 15 YEARS OF AGE? N/A

ARE YOU UNDER 14 YEARS OF AGE? N/A

ARE YOU WILLING TO WORK WITH THE GENERAL PUBLIC? YES

HAVE YOU EVER BEEN TERMINATED FROM A JOB? NO

IF OFFERED A POSITION, WOULD YOU BE WILLING TO SUBMIT TO A CRIMINAL BACKGROUND CHECK? YES

AFTER EMPLOYMENT, CAN YOU SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE U.S.? YES

HAVE YOU EVER HAD CASH SHORTAGES OR MISUNDERSTANDINGS ABOUT FUNDS? NO

PLEASE EXPLAIN:

HAVE YOU EVER BEEN DISCHARGED OR ASKED TO RESIGN FROM ANY POSITION? NO

PLEASE EXPLAIN:

WOULD YOU BE WILLING TO BE SCREENED FOR ILLEGAL DRUG USE IN THE NEXT 24 HOURS? YES

CAN YOU PERFORM THE ESSENTIAL FUNCTIONS OF THE POSITION FOR WHICH YOU ARE APPLYING WITH OR WITHOUT REASONABLE ACCOMMODATION? YES

ARE YOU WILLING TO WORK EVENINGS? YES

ARE YOU WILLING TO WORK WEEKENDS? NO

HOW MANY FULL-TIME JOBS HAVE YOU HAD IN THE PAST 3 YEARS? 1

HOW MANY PART-TIME JOBS HAVE YOU HAD IN THE PAST 3 YEARS? 0

APPLICANT'S STATEMENT

PLEASE READ CAREFULLY BEFORE SIGNING BELOW

I understand that any untrue statements in this application will be just cause for dismissal.

I understand this application will be considered current for 60 days. A new application must be completed for further consideration after 60 days.

I understand that a routine inquiry may be made which will include applicable information concerning character, general reputation, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the report, if one is made, will be provided.

I authorize the release of information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing this information to The Kroger Family of Companies.

I understand that this document represents a summary of my electronic employment application and does not include the full text of that electronic application.

I HAVE READ AND FULLY UNDERSTOOD THE FOREGOING STATEMENT.

Signature of Applicant:

Date:

(A COPY OF THIS STATEMENT IS AVAILABLE UPON REQUEST)

Interview Guide

Name: DANIEL ERICK EDWARD 244-29-0266
 Last First Middle SSN

OMISSIONS	ADMISSIONS
Employment history (1)	Not available to work any weekends

APPLICATION SUMMARY

POSITION

DESIRED POSITION: Meat/Seafood Clerk

Availability	MON	TUE	WED	THU	FRI	SAT	SUN
Start Time	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	N/A
End Time	5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM	N/A

DESIRED SCHEDULE: Full Time

AVAILABLE TO START: Now

AVAILABLE HOLIDAYS: YES

AVAILABLE EVENINGS: YES

AVAILABLE WEEKENDS: NO

APPLIED IN THE LAST 6 MONTHS: YES

***APPLICANT DOES NOT APPEAR TO BE WOTC ELIGIBLE**
 IF HIRED, BE SURE TO COMPLETE THE NEW HIRE NOTIFICATION SURVEY.

UNICRU ASSESSMENTS

CUSTOMER SERVICE ASSESSMENT Yellow 35%

Candidate is less likely to:

- Maintain a good mood
- Show patience instead of frustration
- Spend time with customers, not alone
- Consider customers' feelings and needs
- Listen carefully, understand and remember
- Cooperate with co-workers

DEPENDABILITY ASSESSMENT Green 77%

Candidate is more likely to:

- Use logic to draw sound conclusions
- Use time effectively
- Motivate and inspire employees
- Give work a lot of energy
- Form effective work relationships
- Persuade and influence employees to do a good job
- Make oneself easily understood
- Actively listen to others
- Show personal stability and responsibility
- Manage own stress well

ASSESSMENT FOLLOW-ON QUESTIONS

Tell me about a time when you were most helpful to someone who needed a lot of service or attention.

Listen for: Shows genuine concern, goes out of the way to help, gives high priority to the person, acts courteous and friendly, finds a good solution, follows through on decisions.

Tell me about a time you were pleased with your ability to understand the feelings or needs of someone who was upset.

Listen for: Easily establishes rapport, shows sincere interest, doesn't jump to conclusions, acts open/friendly/supportive, stays tactful.

Describe the hardest time you've had understanding what someone was talking about.

Listen for: Listens well, asks clear questions, shows understanding by summarizing/reflecting back what speaker says.

(How does the applicant speak during the interview?)

Listen for: Correct language, clear enunciation, appropriate volume/tone/expression/smile/eye contact.

What situation have you been in that's demanded your most careful and accurate work.

Listen for: Keeps track of details, concentrates and focuses well, keeps undistracted, maintains quality and efficiency.

Tell me about the greatest effort you've put in at work or school-give me a lot of details about what you actually did.

Listen for: Goes beyond normal duty, shows urgency, high energy, persistence, makes sacrifices, overcomes obstacles, keeps trying.

Tell me about a specific time that you saw something that needed to be done, and you went ahead and did it to be helpful, even if no one asked you to.

Listen for: Has new ideas, shows independence and initiative, seeks to do more, starts up quickly and without being told to.

Explain what happened at a time when you were unable to keep a commitment (you didn't finish something, disappointed someone, etc).

Listen for: Admits mistakes, accepts responsibility, tries hard to meet commitments and to follow through, overcomes obstacles, collaborates to resolve issues.

APPLICATION FOLLOW-ON QUESTIONS

Why are you interested in working for KROGER in Meat/Seafood Clerk?

Tell me about your work experience, starting with Harris Teeter.

Do you have 2 personal references?

Do you have any special training or education?

APPLIED IN THE LAST 60 DAYS? NO

PREVIOUS ASSESSMENT SCORES:

PREVIOUS KO:

APPLICANT IS CONSIDERED A CANDIDATE FOR:
 POSITION / DEPARTMENT:

RECOMMEND:	TURNDOWN
HIRE	

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

ERICK E. DANIEL,

PLAINTIFF,

v.

KROGER LIMITED PARTNERSHIP I, ET AL.,

DEFENDANTS.

CASE NO. 3:11CV245

DECLARATION OF KENNETH R. MORRIS, JR

I, Kenneth R. Morris, Jr., pursuant to 28 U.S.C. §1746, declare as follows:

1. I am over the age of eighteen (18), believe in the obligation of an oath, and am competent to attest to the matters contained in this Declaration

2. I am making this Declaration on the basis of my own personal knowledge.

3. I am an employee of Kroger Limited Partnership I ("Kroger").

4. I was the Store Manager of the Kroger location in Chester, Virginia ("Chester location") for the duration of Erick Daniel's ("Daniel") employment.

5. At all relevant times, Daniel was employed by Kroger Limited Partnership I and not The Kroger Co.

6. Kroger's Chester location has established Rules & Regulations in place that delineate for employees certain conduct that is expected of them, violations of which will result in disciplinary action. Pursuant to these Rules & Regulations, if unable to report to work as scheduled, employees must call within at least two hours before the start of their scheduled shifts and speak to a member of store management or the individual in

EXHIBIT

2

charge in absence of store management. Additionally, per company policy, an employee is considered to have voluntarily resigned his or her position if he or she fails to call or report for three consecutive scheduled shifts.

7. There is a Collective Bargaining Agreement between Kroger and the United Food and Commercial Workers, Local 400, ("CBA") that applies to employees at the Chester location. The CBA requires, among other things, that seniority be taken into account when scheduling employees. The CBA also provides that an employee who is absent from work for three consecutive working days without notifying the Store Manager will be considered to have voluntarily quit.

8. John Owens ("Owens"), Kroger's District Meat Coordinator, and I interviewed Daniel after he submitted an application for the position of Meat Cutter at the Chester location.

9. On the original employment application he submitted, Daniel had indicated that he was available to work Monday through Saturday until 4:00 p.m. or 5:00 p.m., but could not work on Sundays. Owens and I explained to Daniel during this job interview that Saturdays and Sundays were Kroger's busiest days for cutting and selling meat and Kroger only employed two Meat Cutters per store. Consequently, the Meat Cutter position is required to work in the evenings and on weekends on a regular basis. In response, Daniel said that while he would like to have Sundays off, he could work evenings and weekends and changed the availability section of his employment application to read "any."

10. Kroger hired Daniel as a Meat Cutter in its Chester location on November 10, 2008.

11. At some point either during his interview for employment or shortly thereafter, Daniel expressed that he worked as an assistant pastor at his church and would like to be able to attend services that started at 11:00 a.m. on Sundays. Daniel stated that he still could work on Sundays, either before or after his church service.

12. The Kroger location in Chester is required to follow an established Cutting Tool, by which meat must be cut in certain intervals throughout the day to ensure freshness and reduce shrink (waste). Meat Cutters are scheduled according to Kroger's operating hours and needs to ensure that the Cutting Tool is followed and that Kroger provides the best customer service and the freshest possible meat.

13. When Daniel was hired, there was only one other individual employed as a Meat Cutter in Kroger's Chester location, Robert Storey ("Storey"). While Daniel worked for Kroger, he and Storey were the only two Meat Cutters at that location.

14. Storey began working for Kroger in 2005.

15. Even though Storey had more seniority than Daniel, Storey was not afforded any Sundays off during the entire time that Daniel worked at Kroger.

16. When Daniel was given Sundays off, the Meat Manager, Ted Taylor had to assist Storey in cutting meat to ensure that the Cutting Tool was adhered to and that freshly cut meat could be placed out for purchase. When he did this, Taylor was unable to perform his regular duties as Meat Manager.

17. Kroger cannot have only one Meat Cutter available to work from Friday afternoon until Monday morning. This would essentially mean that Kroger would have to close down the meat department during its most productive and profitable time and would not be able to follow the Cutting Tool.

18. On February 14, 2009, Daniel called the store at approximately 10:00 p.m. and told the Service Desk Clerk that he did not have a babysitter and could not work his scheduled shift the following day. Daniel did not speak to a member of store management or the individual in charge of the store in the absence of store management and Kroger did not consider Daniel's failure to report to work because he did not have a babysitter to be an excusable absence. Consequently, on February 16, 2009, I reviewed company policy with Daniel and gave him a verbal warning.

19. Kroger records reflect that on the evening of February 21, 2009, Daniel called in to report that he would not report to work for his scheduled shift the next day because, once again, he did not have a babysitter. These records also reflect that Scott Morris, the Assistant Manager, told Daniel that this was not an acceptable excuse and that he was expected to report to work as scheduled. Daniel, however, failed to report to work on the following day, and Kroger issued Daniel a written reprimand for his unexcused absence and placed him on a 90-day probationary period.

20. Kroger did not schedule Daniel to work any Sunday morning shifts after February 22, 2009.

21. On February 27, 2009, Daniel called Kroger and indicated that he could not work his scheduled shifts on February 28 or March 1 because he was going to be out of town. Daniel previously asked to be off for that weekend, but the Chester location was doing bi-period inventory that weekend and Kroger needed Daniel to work.

22. Daniel failed to report to work on February 28 and March 1. He also failed to call in or report to work for his scheduled shift on March 2, 2009. Consequently, Kroger issued Daniel a written warning and extended his 90-day probationary period.

23. On March 8, 2009 at approximately 12:45 p.m., Daniel called Scott Morris to report that he would not be coming to work for his 3:00 p.m. to 10:00 p.m. shift that day. In response, Kroger issued Daniel a third written warning and suspended his employment for three days. In that written warning, Kroger instructed Daniel to return to work for his next scheduled shift on March 14, 2009. During that disciplinary meeting, Daniel claimed, for the first time, that Kroger was not accommodating his request to attend church services.

24. On March 14, 2009, at approximately 11:40 a.m., Daniel came to my office and told me that he wanted to change his work availability. Daniel gave me a new Availability Questionnaire form on which he had indicated that he was only available to work 7:00 a.m. to 5:00 p.m. Monday through Fridays and was not available to work at all on Saturdays and Sundays. I told Daniel that this request was not approved but that I would contact Human Resources.

25. Although he was scheduled to work from 11:30 a.m. to 8:00 p.m. on March 14, 2009, Daniel apparently left the store after giving me the form. Daniel did not tell me or any other member of store management that he would not be working his shift that day. Daniel also did not call in or report to work for his shifts the following two days – March 15 and 16, 2009.

26. Pursuant to Kroger policy and the CBA, Kroger considered Daniel's three day "no call/no show" a voluntary resignation and terminated his employment.

27. On Tuesday, March 17, 2009, Daniel called me and I confirmed that Kroger interpreted his actions as constituting job abandonment, a voluntary resignation, and that Kroger had terminated his employment.

28. At no time during his employment did Daniel ever complain to me that he felt that anyone at Kroger disparaged him based on his religion or made negative comments about his religion.

29. Weekly schedules at the Chester location are posted on the Friday of the preceding week.

30. I am a Christian and attend services at a Baptist church.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on:

9-30-11
Kenneth R. Morris, Jr. Kenneth R. Morris, Jr.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

ERICK DANIEL,

Plaintiff,

v.

Civil Action No.:
3:11cv245

KROGER LIMITED PARTNERSHIP I
D/B/A KROGER, et al.,

Defendants.

* * * * *

DEPOSITION OF ERICK EDWARD DANIEL

* * * * *

August 26, 2011

Richmond, Virginia

CHANDLER & HALASZ, INC.
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P.O. Box 9349
Richmond, Virginia 23227
(804) 730-1222



Reported by: Valarie L. Schmit May, RPR
CHANDLER and HALASZ, INC.

Deposition of ERICK EDWARD DANIEL, taken
by and before Valarie L. Schmit May, RPR, Notary
Public in and for the Commonwealth of Virginia at
large, pursuant to Rule 30 of the Federal Rules of
Civil Procedure, by notice and agreement to take
depositions; commencing at 9:35 a.m., August 26, 2011,
at JacksonLewis, LLP, 1021 East Cary Street, Suite
1200, Richmond, Virginia.

Appearances:

THE GEE LAW FIRM, P.C.

By: CURTIS M. HAIRSTON, JR., ESQ.
Attorney, of counsel for Plaintiff

JACKSON LEWIS, LLP

By: KEVIN D. HOLDEN, ESQ.

CHRYSTAL L. NORRICK, ESQ.
Attorneys, of counsel for Defendants

Also present:

Shanna Eisenhauer, Paralegal, JacksonLewis

1 ERICK EDWARD DANIEL,
2 having been sworn, testified as follows:
3

4 DIRECT EXAMINATION

5 BY MR. HOLDEN:

6 Q My name's Kevin Holden, and I represent
7 the defendant in this case, Kroger. We met before,
8 but I always like to introduce myself for the record.

9 Before we get started with the formal
10 deposition, I wanted to go over some of the procedures
11 and some of the guidelines that we're going to be
12 following today. I'm going to assume that you've met
13 with counsel and kind of gone over some of these
14 things, mostly because he's a good attorney and
15 understands how these things work. Probably going to
16 go over a couple of them just to make sure and so we
17 have an understanding of what's going to happen today.

18 Now, this is a deposition, and a
19 deposition is my way of finding out what your position
20 is in this case, what facts you have, what information
21 you have to bear, and what you'll say if this goes to
22 trial. The way this procedure works is I ask
23 questions and you give answers. Now, that only works
24 if my questions are understandable and complete. And
25 it also only works if you understand the questions and

1 A What time? Normally, it's in the morning
2 between 10 to 12. Actually, sometimes it starts at
3 8:30, from 8:30, and then sometimes it starts at --
4 don't get out until maybe 1 or 2. Or just depends on
5 if -- we take kids to early morning church, too, and
6 sometimes we don't take them to early and we just go
7 together at the 10:00, 10:30 service.

8 Q But service is usually over by 12 or 1:00?

9 A No. Depends on what church you attend.

10 Q Okay. I'm asking about your church.

11 A Oh, I thought you were just making a
12 general statement.

13 It varies just depending on the day and
14 what all they have there at the church. I can't give
15 you a specific time that it ends because it never ends
16 at the same time every Sunday, to be honest.

17 Q All right. Well, let's back up for a
18 second.

19 What church do you attend in Georgia?

20 A Okay. I attend -- it's the church -- it's
21 Jonesville Baptist Church.

22 Q The Jonesville Baptist Church?

23 A Yes.

24 Q And how long have you been going there?

25 A I've been going there just recently

1 A Yes.

2 Q -- what time do those services start?

3 A Normally, we start early morning with
4 early morning Bible study with my children between --
5 around 9, 9:30.

6 Q Okay. And then what happens?

7 A Then we all come together and we have
8 regular worship service around 11.

9 Q Service at 11.

10 A Yes.

11 Q How long does the service last?

12 A It varies. Sometimes 1 to 2:00.

13 Q 11 to 1 or 2. Okay.

14 A Sometimes earlier. Sometimes later.

15 Q And just so I understand, you've been
16 going to the Jonesville Baptist Church for the last
17 three to four months, and during the same time period,
18 you're also having services in your house?

19 A Yes. And I don't -- we're not a regular
20 member there at that church. We just often go. And
21 maybe if they're having something like -- normally,
22 they have a service on a Friday night or something.
23 Sometimes we'll go there on a Friday. But we've been
24 doing that for the last two or three months there. So
25 we're not regular members of the church, if that's

1 what you're --

2 Q So you're not a regular. When do you
3 attend church at the Jonesville Baptist Church?

4 A That's what I said, like on a Friday
5 night. Or they usually have service -- like during
6 the summertimes they usually have services like on
7 Friday night for the kids since the kids be out of
8 school.

9 Q So you don't attend Jonesville Baptist
10 Church on Sunday?

11 A We have went there sometimes like -- they
12 have an early morning church at 8:30 too. Sometimes
13 we may go there.

14 Q So sometimes you attend the 8:30 mass?

15 A Yes. Well, not mass.

16 Q I'm sorry. I said "mass."

17 A Service.

18 Q Service.

19 A Catholic?

20 Q Yeah.

21 A Okay.

22 Q Sometimes you attend the 8:30 service.
23 And how long is that service?

24 A That varies. Sometimes 10. Sometimes
25 9:30, 10.

1 generally off. Saturdays I usually work from 7 to 4
2 as well or sometimes earlier, just depending on the
3 day. Sometimes I may get off maybe 2 or 3, just
4 depend on the day. And Sundays I'm generally off.

5 Q Unless they need you?

6 A Need me to come in for a couple hours.

7 Q Right. You work Saturday on a regular
8 basis?

9 A Saturday? Yes, sir.

10 Q Does that interfere with your -- with your
11 religion in any way?

12 A On Saturday?

13 Q Yeah.

14 A Saturday's not the day that I, you know,
15 request to have time off.

16 Q Yes or no, does working on Sunday
17 interfere with your religion?

18 A No. That's what I was saying. It doesn't
19 have opportunity -- I don't have to practice anything
20 on Saturdays.

21 Q So, no, it does not?

22 A No, not on Saturdays.

23 Q What about Monday, does your work on
24 Monday interfere with your religion?

25 A No.

1 Q Do you have any interest in any business,
2 a partnership or --

3 A No, sir.

4 Q -- a consultant or anything like that?

5 A No, sir.

6 Q What sources of income do you have besides
7 your work at Food Lion?

8 A That's pretty much -- pretty much it.

9 Q Pretty much it.

10 A Yes.

11 Q No other sources of income?

12 A No. Sometimes I get -- when I have to
13 pastor at a church, I get an honorary.

14 Q You get an honorary?

15 A Yes.

16 Q What do you mean "an honorary"?

17 A It's like a love offering they give you
18 for --

19 Q A love offering.

20 A Love offering. We'd love for you to come
21 back, so we can give you an offering to express the
22 gratitude.

23 Q Okay.

24 A Honorary.

25 Q How much do you get paid -- I'm sorry.

1 How much is the love offering that you get when you
2 perform service?

3 A It varies depending on what I have to do.
4 We don't have a specific. Whatever the senior pastor
5 decides that is deemed for that time.

6 Q It's not a set amount?

7 A No.

8 Q What's the range?

9 A It varies depending on what I have to do.
10 If I have to, you know, teach a class, it will be a
11 smaller amount. Then if I have to do a regular
12 service or regular Sunday service, then it will be
13 more or greater.

14 Q I thought that you get a certain amount
15 per service?

16 A It depends on the type of service that you
17 facilitate.

18 Q Okay.

19 A And every church have different varies
20 according to their bylaws.

21 Q I don't want to worry about lots of
22 different churches. Just say the ones that you work
23 for.

24 A Right.

25 Q I mean, you, obviously, don't get a love

1 A Yes.

2 Q You attended a Baptist church for a while?

3 A Yes.

4 Q Are you also Baptist?

5 A I'm nondenomination.

6 Q Nondenominational?

7 A We don't discriminate.

8 Q Does that mean that you can attend most
9 any Christian church?

10 A Pretty much.

11 Q Okay.

12 (Recess.)

13 BY MR. HOLDEN:

14 Q We were just kind of finishing up some
15 issues regarding your religion and your wife. And I
16 assume that when you go to church you usually go with
17 your wife?

18 A Yes.

19 Q And usually attend with your kids?

20 A Yes.

21 Q And starting from when you moved to
22 Richmond in 2008, can you tell -- you know, list for
23 me what churches you've attended.

24 A Same one.

25 Q Just the one?

1 A Yes.

2 Q No other churches?

3 A No.

4 Q What about any services in your house?

5 A No. We did it all at church.

6 Q Okay. The church in Petersburg, what time
7 do they offer services on Sunday?

8 A Start at 5:30 we have early morning prayer
9 service. 9:30 we have men's fellowship or leadership
10 class, just depend.

11 Q Okay.

12 A And they have Sunday children's ministry
13 as well. And then at 11:00 we have --

14 Q That's the main service?

15 A Yes, main service.

16 Q How long does that last?

17 A Oh, it varies. Somewhere between two,
18 maybe. Sometimes after two, maybe three.

19 Q Two hours?

20 A Little more than two hours. Maybe two to
21 three hours be a fair assumption, with all fairness.

22 Q Now, I'm not talking about what happens
23 after church. I'm not talking about the meetings.

24 I'm not talking the followings. I'm saying when you
25 start the service and when you end the service. How

1 11:00. We also have them at 5:00. And sometimes
2 during the holiday season we kind of cram some more
3 services in there. You know what I mean?

4 A Right.

5 Q So my frame of reference is, you know, you
6 have services at certain times. I think what your
7 counsel is suggesting is that your -- at the Lord
8 Jesus Christ House of Prayer it was a little bit
9 different.

10 A Yes.

11 Q It's my understanding that there is a
12 regular 11:00 service.

13 A Yes. And that's what we call the worship
14 service.

15 Q The worship service, right.

16 A Yes.

17 Q But I think that your counsel was alluding
18 to something a little bit different, and that is that
19 you have other services at night. Tell me about that.

20 A Yes. There may be a time when he have to
21 go -- apart from the regular 11:00 service, he may
22 have an engagement or something on the calendar that
23 would allow him to go speak at another
24 pre-engagement --

25 Q Okay.

1 A Yes, sir.

2 Q Did you attend the Bible study on Thursday
3 nights?

4 A Yes, sir.

5 Q Did you run those?

6 A Sometimes I did, yes.

7 Q Okay. Now, you're on the board. You're,
8 at times, a pastor, an assistant pastor. But you
9 didn't create this church, correct?

10 A No.

11 Q What administrative duties did you have at
12 the church? Besides, you know, presiding over the
13 services, what else did you do to help keep the church
14 running?

15 A I helped facilitate the sanctuary, make
16 sure everything was, you know, kept in the right
17 place. I also helped with the Bible studies, the
18 leadership class. I helped instruct those and teach
19 those.

20 Q Hang on. I'm going to stop you and ask
21 you to go back.

22 A Sure.

23 Q You instructed Bible studies?

24 A Uh-huh. Or facilitate, for lack of a
25 better word.

1 Q But let's go backwards. And you said
2 you -- what did you do for the physical structure?

3 A I said I make sure that the church was
4 kept and make sure it was locked and secure.

5 Q That was your job?

6 A Well, if I -- you know, just depends on
7 who gets there first. I open up, make sure everything
8 was right before the members get there.

9 Q Okay.

10 A I wouldn't label it as a job. More like a
11 responsibility. No one had to call and tell me --

12 Q It's not a job. It's an adventure, right?

13 A It's more like a calling.

14 Q I got you.

15 All right. I'm not talking about the
16 religious aspect of it. Now I'm talking just about
17 the straight-forward business side of it. What were
18 your responsibilities?

19 A On the business side we had someone that
20 was handling all the business administration parts of
21 it.

22 Q Who did that?

23 A Carrie Morrison. So I didn't have to get
24 in depth with that unless they need my signature on
25 something to verify. Because have to have two

1 signatures on, you know --

2 Q Okay. So you would sign checks and she
3 would sign checks?

4 A Well, no, not so much checks. If like
5 someone submit some paperwork, they need an expense
6 report to purchase something, then I check and make
7 sure everything's legit, you know, before we clear it
8 then and go through the pastor. So he'll look over it
9 first. If I sign it, he'll look over it, make sure
10 it's okay.

11 Q Okay.

12 A Not just saying somebody said they want
13 something they're not using for church and using it
14 for their own personal use. So those things we kind
15 of watch, make sure we're not misusing church funds.

16 Q Sure. And you would have some
17 responsibility in that regard?

18 A Yes.

19 Q And you would also get the church ready
20 for service?

21 A (Nodding head.)

22 Q Clean up afterwards --

23 A Yes.

24 Q -- right? Would you make sure that the
25 bills got paid?

1, A No, I didn't handle any financial aspect.

2 Q Nothing?

3 A We had a -- in the financial department we
4 had someone, the accountant, that was handling all
5 that.

6 Q Who was that?

7 A Carrie.

8 Q Carrie? She's the accountant? Is she a
9 CPA?

10 A I don't know for sure. I think she went
11 to school for it.

12 Q Okay. What about, you know, brochures or
13 announcements, would you make sure that those got out?

14 A We had someone designated to make the
15 announcement, unless there was something added. Then
16 I was asked to make sure the announcement get made or
17 to go back and reemphasize or to revisit something.

18 Q Okay. Any other business of the church
19 you were involved in, the administrative side?

20 A Not the business part.

21 Q Okay. But it's -- is it a fair statement
22 to say that you weren't just responsible for showing
23 up on Sunday and presiding over the service; you had
24 these other business or administrative duties, isn't
25 that right?

1 A Say again now.

2 Q Your involvement with the church in
3 Petersburg was not just to show up and attend a
4 service. It wasn't even to show up and preside over
5 the service. But you had additional responsibilities,
6 administrative and business responsibilities, to help
7 keeping the church going, isn't that true?

8 A Pre-existing obligations, is that what
9 you're referring to?

10 Q I don't know whether they're pre-existing
11 or they're existing now. But you had duties and
12 obligations to the church, aside from merely
13 preaching?

14 A Right. Yes, that would be a fair
15 assessment.

16 Q I hope I'm using the right word. Is
17 "preaching" an appropriate way to describe conducting
18 a service?

19 A I would say ministering.

20 Q Ministering. I apologize. I'll be sure
21 to use that phrase.

22 Did you receive any pay for these
23 non-ministering services?

24 A No, sir.

25 Q Okay. Let's talk about Kroger.

1 A Yes.

2 Q And what day is Ukrop's not open on?

3 A Sunday.

4 Q Okay. Does that make Sunday a pretty busy
5 day at Kroger?

6 A One would think so.

7 Q Yeah. Anyway, so they explained that
8 Friday, Saturday and Sundays are their busiest days.

9 A Uh-huh.

10 Q And they explained if you can't work
11 Friday, Saturday and Sunday, we can't take your
12 application, right?

13 A It wasn't like that. They didn't tell me
14 if I couldn't work Friday, Saturday and Sunday, they
15 couldn't take my application.

16 Q Well, isn't it true that they said, "Look,
17 we need to have someone available to work Friday,
18 Saturday and Sunday; it's our busiest day. If you
19 can't work that day, we can't hire you"? At that
20 point, then, you take out your pen, you cross off what
21 you previously said, and you write under Monday,
22 "Any," Tuesday, "Any," Wednesday, Thursday, "Any,"
23 Friday, "Any," Saturday, "Any," and Sunday "Any,"
24 isn't that true?

25 A No, that's not true.

1 A Could you --

2 Q Not offhand?

3 A No, sir.

4 Q Do you remember a question where we asked
5 that, please put in detail any communications that
6 took place between you and any Kroger employee
7 regarding religious beliefs including, but not limited
8 to, your work schedule? Do you remember that question
9 generally?

10 A Sort of, yes.

11 Q Do you remember wherein you said that when
12 you were hired you told Kenny Morris and Ted Taylor
13 "that in order to fulfill his religious beliefs and
14 obligations, he would need to attend church services.
15 He indicated that he could work partial days but not
16 an entire shift on Sundays"? Is that what you said?

17 A I told them I could either come in early
18 in the morning or in the afternoon. That's what I
19 told them.

20 Q Okay.

21 A I mean, if you -- I just want to know if
22 you classify that as a partial. I don't know.

23 Q That's what it sounds like. So you told
24 them you could work on Sunday mornings or Sunday
25 afternoons, right?

1 A Until 9 or 10:00 in the morning, no later.

2 Q Okay.

3 A And then after 2 or 3:00 in the afternoon

4 on Sundays.

5 Q Okay. So that's what you told them at the
6 application process?

7 A That was the agreement.

8 Q Okay. Well, that's what you told them,
9 right?

10 A Right.

11 Q And then what did they say in response?

12 A Sure, they didn't have a problem with
13 that.

14 Q They did not have a problem with that.
15 Okay.

16 A Because -- yeah, that's right.

17 Q Okay. Even still, the only written
18 documentation, according to your application, is that
19 you said you could work "Any" on Sunday, right?

20 A The only what now?

21 Q The only written availability says "Any"
22 for Sunday, isn't that right?

23 A Written, yes.

24 Q Okay. Why did you change it from not
25 available on Sunday to "Any"?

1 A Why?

2 Q Yeah.

3 A Because sometimes, he said, someone may
4 need a vacation, need some time off. I might need for
5 you to come in after your church service, either
6 before or after. I said, So if there's a time
7 somebody on vacation, you need for me to come in after
8 the church service or come in a couple hours before
9 church service, I said I could do that but not work
10 all day on Sundays because I had pre-existing
11 obligations at church.

12 Q So that's why you changed it from I can't
13 work Sundays to "Any"?

14 A That's why I put up there, yes.

15 Q Okay. Now, do you remember if you went
16 into specific detail about the church services or you
17 merely said I can work early in the morning and then
18 in the afternoon?

19 A Early in the -- it's always been early in
20 the morning before church service or after church
21 service, I said, but sometimes I don't know what I
22 have to do after church service. I might not -- I
23 might have to counsel, I may have a meeting, or I may
24 have some more pastoral stuff I have to do. I might
25 not be able to get off or be there.

1 your application, right?

2 A Uh-huh. No. On the application.

3 Q Right. And the only caveat was I can work
4 early in the morning, I attend the service, and then I
5 could work in the afternoon, right? That's what you
6 told them.

7 A I told them that, yes.

8 Q Okay. Now, did you tell them anything
9 different than that at any other point during your
10 employment?

11 A Yes. That's when I told them, I said,
12 depending on my church obligation --

13 Q Hang on. Let's do it one step at a time.

14 A Yes.

15 Q When did you tell Kroger something
16 different as to what your religious requirements were?

17 A I told them in the interview process.

18 Q Okay. We're going through what -- you're
19 at the interview process. At the interview process
20 you say, first, can't work Sunday.

21 A Uh-huh.

22 Q Then you say, when you find out that you
23 can't have the job if you can't work Sunday, you say,
24 Well, hang on. I can work in the morning before
25 service, and I can work in the afternoon after

1 service, correct?

2 A Yes.

3 Q And that's what you told them?

4 A Yes.

5 Q And based on that understanding, you were

6 hired --

7 A Yes.

8 Q -- correct? Right?

9 A Based on that.

10 Q Now, did you, after the interview process,
11 tell Kroger anything different from what you said
12 about working in the morning and then in the afternoon
13 but just not on church service on Sunday?

14 A Okay. Did I tell them anything different?
15 Meaning that did I change my scheduling on Sunday? Is
16 that what you're asking me?

17 Q Let's put it this way: Your religious
18 beliefs didn't change since when you started at Kroger
19 versus when you left Kroger, right?

20 A No.

21 Q So your religious beliefs were always the
22 same.

23 A Yes, my -- okay.

24 Q Your religious beliefs, right?

25 A Yes.

1 regards to my schedule.

2 Q Right. Okay. And you said you want
3 the -- you need to have the whole day off?

4 A Yes.

5 Q Did you tell him why?

6 A Yes.

7 Q And what did you say?

8 A Because I'm not having an opportunity to
9 practice my beliefs and my church obligations.

10 Q And what did he say?

11 A He said he couldn't do it.

12 Q Okay. Did you have any other discussion
13 with Kroger or anyone in management at Kroger about
14 changing your religious needs?

15 A I asked Kenny could he speak with the lady
16 in the human resource and see if they can get me
17 transferred to another store or somewhere where they
18 can accommodate my needs so I can have that Sunday
19 off.

20 Q He asked you to see if you could transfer
21 to another location --

22 A No. I asked him.

23 Q You asked. You asked if you could be
24 transferred to another location where you wouldn't
25 have to work Sunday at all?

1 schedule me to work all day.

2 Q Okay.

3 A I went to him about that.

4 Q Okay. That really wasn't harassment as
5 much as he wasn't accommodating your religious needs,
6 right?

7 A Well, that was more discriminating. I
8 didn't have an opportunity to practice what I believe
9 in. That's what I was saying.

10 Q Okay. Discrimination, right, but not
11 harassment. No one was calling you dirty names
12 because you're a Christian. No one was making fun of
13 your religion in such a way that you, you know, would
14 cry and you couldn't stand that people were making fun
15 of you because of your religion. That didn't happen.
16 It was just that they didn't give you Sundays off,
17 right?

18 A Well, not knowingly. I'm saying -- I
19 said, if they did, I didn't know they did, something
20 like that.

21 Q Fair enough. I just wanted to make sure.

22 Okay. Turn the page again.

23 Now we're looking at the Mid-Atlantic
24 Marketing Area Rules and Regulations. You familiar
25 with these rules?

1 more time off. That's why I want -- I put Monday
2 through Friday. With part time you have more
3 opportunities to -- they told me, you know, before
4 hiring that, you know, as a part-timer you're not
5 required to be there as much; you have more
6 flexibility. And there isn't a problem with your
7 availability if you're part time, because a lot of
8 people work part time around school.

9 Q What's your definition of part time?

10 A 20 to 30 hours a week.

11 Q Okay. Now, again, I ask the question:
12 Why did you say you could not work on Saturday?

13 A Because I want more time -- I was in the
14 process and thinking about going back to school so I
15 wanted that time to spend with my family and have
16 opportunity to practice my beliefs on Sunday and
17 prepare myself for Sunday as well.

18 Q So now you -- okay. So you wanted
19 Saturday off so you could go to school and so you
20 could prepare to practice your religious beliefs. Is
21 that what you're saying?

22 A I said for my family and I was thinking
23 about going to school.

24 Q Okay. And you want to spend time with
25 your family.

1 became the pastor and then he went back to being
2 assistant pastor. I'm just trying to figure out how
3 this all fits together.

4 BY MR. HOLDEN:

5 Q Take a look at that.

6

7 (Daniel Exhibit No. 12 was marked.)

8

9 BY MR. HOLDEN:

10 Q Is that your current business card?

11 A Yes, it is, sir.

12 Q So your current business card is "Pastor"?

13 A Yes, sir.

14 Q Okay. Right? And how many pastors are
15 there at the Lord Jesus Christ House of Prayer?

16 A Three.

17 Q Who are the other two pastors?

18 A Senior pastor, Pastor Walter McLaurin.

19 Q And who's the other one?

20 A I think it's Wanda McLaurin.

21 Q Okay. Did you ever discuss religion at
22 work?

23 A Do I ever discuss religion at work? In
24 regards to?

25 Q Were you ever at work and discussed

1 religion?

2 A Depends on if I was on a break. Or
3 someone asked me something or I got a telephone call,
4 I took a break, 'as I before said.

5 Q Okay. So the answer is --

6 A I'm not understanding your question.

7 Q Did you ever minister while you were
8 working at Kroger?

9 A Not to my knowledge.

10 Q Okay. What is your supervisor's religion
11 while you were at Kroger?

12 A I have no idea.

13 Q You don't know what religion Ted is?

14 A No. I don't pry on other people, you
15 know, unless they ask me or --

16 Q I just want to know whether you knew.

17 A No, I'm just telling you.

18 Q You asked me if I was Catholic.

19 A Well, I knew by certain statements you
20 made.

21 Q Kidding. Kidding. It's okay. It's okay.
22 I don't have no problem with you asking if I'm
23 Catholic. My wife would be very happy to know that
24 you asked me whether or not I was Catholic and I was
25 able to answer yes.

1 Q Well, there's only two. Well, there is
2 one. There is one. We're working on one.

3 A We're working on one, yes.

4 Q Yeah, we're working on one.

5 A We're just waiting to get the clearance
6 from the senior pastor.

7 Q Right. Okay. What religion is Kenny?

8 A I have no idea.

9 Q What religion is John Owens?

10 A I don't talk affiliation with other people
11 on the job, especially managers, unless they ask me or
12 volunteers information, then I would.

13 Q While you were working at Kroger, did you
14 attend church at least once a week every week?

15 A Yes.

16 Q Did you attend church more than once a
17 week?

18 A Yes.

19 Q How many times did you attend more than
20 once while you worked at Kroger?

21 A More than once?

22 Q Yeah. How many times did you attend more
23 than one worship service a week while you worked at
24 Kroger?

25 A Every week that I was there.

1 my beliefs.

2 Q I think I understand what you're saying,
3 but I just want to clarify it. And that is that
4 you're not claiming that Kroger had a number of people
5 that they could have assigned to work on Sunday but
6 chose to put you there to -- you know, out of an
7 animus towards Christianity. It's just that they had
8 to put someone there, and they were indifferent as to
9 whether or not you had religious beliefs that would
10 interfere with your ability to work. You see what I'm
11 saying?

12 A No.

13 Q What I'm trying to say is that Kroger
14 didn't have any animus towards you, any ill will
15 towards Christianity, right?

16 A I think they did.

17 Q All right. What's your basis for saying
18 that they have ill will towards Christianity?

19 A Anytime someone deliberately schedule you
20 in a time that you prefer to practice your -- time
21 that you -- sacred time that you practice your
22 religious belief and they knowing that you -- that's
23 the time that you practice, that's deliberately.

24 Q Well, you agree that someone had to work
25 the schedule, right?

1 A I -- but I agreed, before hiring, the time
2 frame that I could work before I accept the job.

3 Q So who should have worked that schedule
4 instead of you?

5 A Well, they was working it long before I
6 got there. I wasn't the market manager so I don't
7 know.

8 Q So who should have worked the schedule on
9 Sundays instead of you?

10 A I don't know, but it wasn't me.

11 Q Okay. You can't point to anyone that they
12 should have put instead of you, right?

13 A It's not my job to -- to determine who
14 could have worked in my place.

15 Q My point is this: Is that -- strike that.
16 Do you have any evidence, other than what
17 you've already testified, that Kroger had any animus
18 towards you because of your religion?

19 A Yes, I believe.

20 Q What's that evidence?

21 A I believe by them scheduling me on that
22 time.

23 Q Aside from how they scheduled you, any
24 other evidence?

25 A Well, I think that was the major part

1 there.

2 Q Aside from that, any other evidence? Or
3 is that your evidence?

4 A That's it.

5 Q Okay. Anything else you want to add?

6 A In regards to?

7 Q Anything else that we've talked about
8 today that you want to correct or add?

9 A Nothing I just want to correct or add.

10 Q All right. Did you understand the
11 questions?

12 A Yes, I did.

13 Q You answer all the questions truthfully?

14 A To the best of my knowledge.

15 Q And any answers you want to change at this
16 point?

17 A No, sir.

18 MR. HOLDEN: That's all I have.

19 MR. HAIRSTON: Okay. I've just got a
20 couple of follow-ups.

21

22 CROSS-EXAMINATION

23 BY MR. HAIRSTON:

24 Q When you were -- you testified earlier
25 today and you used the term that you had been

11/12/08 - 1:11pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 11/22/08

SUN 11/16/08 MON 11/17/08 TUE 11/18/08 WED 11/19/08 THU 11/20/08 FRI 11/21/08 SAT 11/22/08

TAYLOR, THEODOR	600a- 230p	OFF	700a- 330p	800a- 430p	OFF	700a- 330p	1130a- 800p	40.00
205 LUNCH>	1000a-1030a		1100a-1130a	1200p-1230p		1100a-1130a	330p- 400p	
MEMO/JOB>								0.00
STOREY, ROBERT	900a- 430p	1130a- 800p	830a- 400p	OFF	800a- 330p	930a- 600p	OFF	38.50
83 LUNCH>		330p- 400p				130p- 200p		
MEMO/JOB>								0.00
WEIGAND, WILLIA	OFF	800a- 430p	OFF	800a- 430p	800a- 430p	800a- 430p	1030a- 800p	33.50
257 LUNCH>		1200p-1230p		1200p-1230p	1200p-1230p	1200p-1230p		
MEMO/JOB>		SEAFOOD						8.00
SLAYTON, DIANE	1130a- 700p	OFF	OFF	230p-1000p	230p-1000p	1030a- 700p	700a- 330p	30.50
244 LUNCH>						230p- 300p	1100a-1130a	
MEMO/JOB>							SEAFOOD	8.00
BRANCH, CHRISTO	OFF	500p-1000p	OFF	500p- 900p	OFF	OFF	400p-1000p	15.00
56 LUNCH>								
MEMO/JOB>								0.00
HILL, DONALD RE	OFF	OFF	500p-1000p	OFF	400p-1000p	400p-1000p	OFF	17.00
74 LUNCH>								
MEMO/JOB>								0.00
ANDREWS, RASHAR	500p-1000p	OFF	500p-1000p	OFF	OFF	OFF	500p-1000p	15.00
39 LUNCH>								
MEMO/JOB>								0.00
BOLSMAN, ELLEN	1100a- 300p	1100a- 300p	1100a- 300p	OFF	1100a- 300p	OFF	OFF	16.00
48 LUNCH>								
MEMO/JOB>								0.00
WILSON, CURTIS	930a- 500p	OFF	OFF	500p-1000p	OFF	500p-1000p	930a- 500p	25.00
107 LUNCH>								
MEMO/JOB>								0.00
JACKSON, SIMONE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
10 LUNCH>								
MEMO/JOB>								0.00
DANIEL, ERICK E	300p-1000p	800a- 300p	OFF	930a- 600p	930a- 600p	OFF	800a- 430p	38.00
42 LUNCH>				130p- 200p	130p- 200p		1200p-1230p	
MEMO/JOB>								0.00

EXHIBIT

4

KROGER 000110

11/20/08 - 3:14pm

MEAT / MEAT

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WEEKLY WORK SCHEDULE - WEEK OF 11/29/08

SUN 11/23/08 MON 11/24/08 TUE 11/25/08 WED 11/26/08 THU 11/27/08 FRI 11/28/08 SAT 11/29/08

TAYLOR, THEODOR	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
205 LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT	700a- 330p	900a- 530p	OFF	900a- 530p	OFF	600a- 230p	1030a- 700p	40.00
83 LUNCH>	1100a-1130a	100p- 130p		100p- 130p		1000a-1030a	230p- 300p	
MEMO/JOB>								0.00
WEIGAND, WILLIA	OFF	800a- 430p	800a- 430p	1130a- 800p	930a- 600p	OFF	800a- 430p	40.00
257 LUNCH>		1200p-1230p	1200p-1230p	330p- 400p	130p- 200p		1200p-1230p	
MEMO/JOB>								0.00
SLAYTON, DIANE	900a- 530p	OFF	OFF	700a- 330p	OFF	130p-1000p	700a- 330p	16.00
244 LUNCH>	100p- 130p			1100a-1130a		530p- 600p	1100a-1130a	
MEMO/JOB>				SEAFOOD			SEAFOOD	16.00
BRANCH, CHRISTO	400p-1000p	500p-1000p	OFF	500p-1000p	OFF	OFF	OFF	16.00
56 LUNCH>								
MEMO/JOB>								0.00
HILL, DONALD RE	OFF	OFF	500p-1000p	500p-1000p	OFF	OFF	OFF	10.00
74 LUNCH>								
MEMO/JOB>								0.00
ANDREWS, RASHAR	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
39 LUNCH>								
MEMO/JOB>								0.00
BOLSMAN, ELLEN	1000a- 300p	1000a- 300p	OFF	OFF	OFF	OFF	1000a- 300p	15.00
48 LUNCH>								
MEMO/JOB>								0.00
WILSON, CURTIS	OFF	OFF	500p-1000p	OFF	OFF	OFF	500p-1000p	10.00
107 LUNCH>								
MEMO/JOB>								0.00
JACKSON, SIMONE	OFF	OFF	OFF	OFF	OFF	500p-1000p	500p-1000p	10.00
10 LUNCH>								
MEMO/JOB>								0.00
DANIEL, ERICK E	230p-1000p	OFF	900a- 530p	OFF	700a- 330p	900a- 530p	800a- 430p	39.50
42 LUNCH>			100p- 130p		1100a-1130a	100p- 130p	1200p-1230p	
MEMO/JOB>								0.00

11/25/08 - 4:32pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 12/06/08

SUN 11/30/08 MON 12/01/08 TUE 12/02/08 WED 12/03/08 THU 12/04/08 FRI 12/05/08 SAT 12/06/08

TAYLOR, THEODOR	205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>									
MEMO/JOB>									0.00
STOREY, ROBERT	83	700a- 330p	900a- 530p	OFF	700a- 330p	OFF	700a- 330p	1030a- 700p	40.00
LUNCH>		1100a-1130a	100p- 130p		1100a-1130a		1100a-1130a	230p- 300p	
MEMO/JOB>									0.00
WEIGAND, WILLIA	257	900a- 530p	800a- 430p	800a- 430p	1130a- 800p	OFF	OFF	700a- 330p	40.00
LUNCH>		100p- 130p	1200p-1230p	1200p-1230p	330p- 400p			1100a-1130a	
MEMO/JOB>									0.00
BLAYTON, DIANE	244	500a- 130p	OFF	OFF	700a- 330p	900a- 530p	130p-1000p	700a- 330p	32.00
LUNCH>		900a- 930a			1100a-1130a	100p- 130p	530p- 600p	1100a-1130a	
MEMO/JOB>					SEAFOOD				8.00
BRANCH, CHRISTO	56	500p-1000p	500p-1000p	500p-1000p	500p-1000p	OFF	OFF	500p-1000p	25.00
LUNCH>									
MEMO/JOB>									0.00
HILL, DONALD RE		OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>									
MEMO/JOB>									0.00
ANDREWS, RASHAR	39	OFF	OFF	500p-1000p	OFF	OFF	OFF	500p-1000p	10.00
LUNCH>									
MEMO/JOB>									0.00
OLSMAN, ELLEN	3	1000a- 300p	1100a- 400p	1000a- 300p	1000a- 300p	OFF	OFF	1000a- 300p	25.00
LUNCH>									
MEMO/JOB>									0.00
WILSON, CURTIS	107	OFF	500p-1000p	500p-1000p	500p-1000p	500p-1000p	OFF	OFF	20.00
LUNCH>									
MEMO/JOB>									0.00
JACKSON, SIMONE	10	OFF	OFF	OFF	OFF	500p-1000p	500p-1000p	OFF	10.00
LUNCH>									
MEMO/JOB>									0.00
DANIEL, ERICK E	42	400p-1000p	OFF	900a- 530p	OFF	700a- 330p	900a- 530p	800a- 430p	38.00
LUNCH>				100p- 130p		1100a-1130a	100p- 130p	1200p-1230p	
MEMO/JOB>									0.00

Total Paid Hours For...

This Job Class: 40.00 31.00 36.00 31.00 26.00 29.00 47.00 240.00

Per Classes in Dept: 0.00 0.00 0.00 8.00 0.00 0.00 0.00 8.00

KROGER 000114

12/04/08 - 10:26am

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 12/13/08

SUN 12/07/08 MON 12/08/08 TUE 12/09/08 WED 12/10/08 THU 12/11/08 FRI 12/12/08 SAT 12/13/08

TAYLOR, THEODOR	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
205 LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT	930a- 600p	930a- 600p	OFF	700a- 330p	OFF	700a- 330p	1030a- 700p	40.00
83 LUNCH>	130p- 200p	130p- 200p		1100a-1130a		1100a-1130a	230p- 300p	
MEMO/JOB>								0.00
WEIGAND, WILLIA	700a- 330p	800a- 430p	800a- 430p	OFF	OFF	800a- 430p	900a- 530p	40.00
257 LUNCH>	1100a-1130a	1200p-1230p	1200p-1230p			1200p-1230p	100p- 130p	
MEMO/JOB>								0.00
SLAYTON, DIANE	500a- 130p	OFF	OFF	700a- 330p	130p-1000p	900a- 530p	700a- 330p	24.00
244 LUNCH>	900a- 930a			1100a-1130a	530p- 600p	100p- 130p	1100a-1130a	
MEMO/JOB>				SEAFOOD			SEAFOOD	16.00
BRANCH, CHRISTO	400p-1000p	500p-1000p	400p-1000p	400p-1000p	OFF	OFF	400p-1000p	29.00
56 LUNCH>								
MEMO/JOB>								0.00
ANDREWS, RASHAR	OFF	OFF	OFF	OFF	500p-1000p	OFF	OFF	5.00
9 LUNCH>								
MEMO/JOB>								0.00
BOLSMAN, ELLEN	1000a- 500p	500p-1000p	1000a- 400p	OFF	800a- 200p	OFF	1100a- 500p	30.00
48 LUNCH>								
MEMO/JOB>								0.00
WILSON, CURTIS	500p-1000p	OFF	OFF	500p-1000p	OFF	500p-1000p	500p-1000p	20.00
107 LUNCH>								
MEMO/JOB>								0.00
JACKSON, SIMONE	OFF	OFF	OFF	OFF	OFF	500p-1000p	OFF	5.00
10 LUNCH>								
MEMO/JOB>								0.00
DANIEL, BRICK E	OFF	OFF	930a- 600p	930a- 600p	930a- 600p	1030a- 700p	800a- 230p	38.50
42 LUNCH>			130p- 200p	130p- 200p	130p- 200p	230p- 300p		
MEMO/JOB>								0.00
Total Paid Hours For...								
This Job Class:	42.00	26.00	28.00	27.00	27.00	42.00	39.50	231.50
Other Classes in Dept:	0.00	0.00	0.00	8.00	0.00	0.00	8.00	16.00

KROGER 000116

12/09/08 - 8:08am

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 12/20/08

SUN 12/14/08 MON 12/15/08 TUE 12/16/08 WED 12/17/08 THU 12/18/08 FRI 12/19/08 SAT 12/20/08

TAYLOR, THEODOR 205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT 83	700a- 330p	930a- 600p	OFF	700a- 330p	OFF	930a- 600p	700a- 330p	40.00
LUNCH>	1100a-1130a	130p- 200p		1100a-1130a		130p- 200p	1100a-1130a	
MEMO/JOB>								0.00
WEIGAND, WILLIA 257	800a- 430p	830a- 500p	1200p- 830p	OFF	OFF	800a- 430p	830a- 500p	40.00
LUNCH>	1200p-1230p	1230p- 100p	400p- 430p			1200p-1230p	1230p- 100p	
MEMO/JOB>								0.00
BLAYTON, DIANE 244	500a- 130p	OFF	OFF	OFF	1130a- 800p	700a- 330p	OFF	24.00
LUNCH>	900a- 930a				330p- 400p	1100a-1130a		
MEMO/JOB>								0.00
BRANCH, CHRISTO 56	400p-1000p	400p-1000p	400p-1000p	400p-1000p	OFF	OFF	400p-1000p	30.00
LUNCH>								
MEMO/JOB>								0.00
ANDREWS, RASHAR	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>								
MEMO/JOB>								0.00
BOLSMAN, ELLEN 48	800a- 200p	800a- 200p	OFF	OFF	400p-1000p	400p-1000p	800a- 200p	30.00
LUNCH>								
MEMO/JOB>								0.00
WILSON, CURTIS J7	OFF	400p-1000p	OFF	400p-1000p	400p-1000p	400p-1000p	400p-1000p	30.00
LUNCH>								
MEMO/JOB>								0.00
JACKSON, SIMONE 10	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>								
MEMO/JOB>								0.00
DANIEL, ERICK E 42	230p-1000p	OFF	700a- 330p	930a- 600p	930a- 600p	OFF	1030a- 700p	39.50
LUNCH>			1100a-1130a	130p- 200p	130p- 200p		230p- 300p	
MEMO/JOB>								0.00
Total Paid Hours For...								
This Job Class:	43.50	34.00	22.00	28.00	28.00	36.00	42.00	233.50
Other Classes in Dept:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

KROGER 000118

12/18/08 - 2:02pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 12/27/08

SUN 12/21/08 MON 12/22/08 TUE 12/23/08 WED 12/24/08 THU 12/25/08 FRI 12/26/08 SAT 12/27/08

TAYLOR, THEODOR	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
205 LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT	900a- 530p	700a- 330p	1130a- 800p	OFF	OFF	700a- 330p	700a- 330p	40.00
83 LUNCH>	100p- 130p	1100a-1130a	330p- 400p			1100a-1130a	1100a-1130a	
MEMO/JOB>								0.00
WEIGAND, WILLIA	800a- 430p	830a- 500p	1200p- 830p	930a- 600p	OFF	800a- 430p	OFF	40.00
257 LUNCH>	1200p-1230p	1230p- 100p	400p- 430p	130p- 200p		1200p-1230p		
MEMO/JOB>								0.00
LAYTON, DIANE	500a- 130p	OFF	OFF	700a- 330p	OFF	130p-1000p	930a- 600p	32.00
244 LUNCH>	900a- 930a			1100a-1130a		530p- 600p	130p- 200p	
MEMO/JOB>								0.00
BRANCH, CHRISTO	400p-1000p	400p-1000p	400p-1000p	1200p- 600p	OFF	OFF	400p-1000p	30.00
56 LUNCH>								
MEMO/JOB>								0.00
BOLSMAN, ELLEN	1000a- 400p	1000a- 400p	1000a- 400p	OFF	OFF	OFF	800a- 200p	24.00
LUNCH>								
MEMO/JOB>								0.00
WILSON, CURTIS	400p-1000p	OFF	400p-1000p	OFF	OFF	400p-1000p	400p-1000p	24.00
107 LUNCH>								
MEMO/JOB>								0.00
NIEL, ERICK E	OFF	1130a- 800p	800a- 430p	930a- 600p	OFF	830a- 500p	1030a- 700p	40.00
LUNCH>		330p- 400p	1200p-1230p	130p- 200p		1230p- 100p	230p- 300p	
MEMO/JOB>								0.00
Total Paid Hours For...								
Job Class:	42.00	36.00	42.00	30.00	0.00	38.00	42.00	230.00
Classes in Dept:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

KROGER 000121

12/26/08 - 3:59pm

MEAT / MEAT

PAGE 1

EKLY WORK SCHEDULE - WEEK OF 01/03/09

SUN 12/28/08 MON 12/29/08 TUE 12/30/08 WED 12/31/08 THU 01/01/09 FRI 01/02/09 SAT 01/03/09

TAYLOR, THEODOR	205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>									
MEMO/JOB>									0.00
STOREY, ROBERT	83	900a- 530p	900a- 530p	OFF	OFF	1030a- 700p	700a- 330p	700a- 330p	40.00
LUNCH>		100p- 130p	100p- 130p			230p- 300p	1100a-1130a	1100a-1130a	
MEMO/JOB>		No meal							0.00
WEIGAND, WILLIA	257	800a- 430p	OFF	1200a- 830a	700a- 330p	OFF	130a-1000a	930a- 600p	32.00
LUNCH>		1200p-1230p		400a- 430a	1100a-1130a		530a- 600a	130p- 200p	
MEMO/JOB>		✓			SEAFOOD				8.00
LAYTON, DIANE	244	500a- 130p	OFF	OFF	130a-1000a	1230p- 900p	700a- 330p	700a- 330p	32.00
LUNCH>		900a- 930a			530a- 600a	430p- 500p	1100a-1130a	1100a-1130a	
MEMO/JOB>		no meal					SEAFOOD		8.00
BRANCH, CHRISTO	56	300p-1000p	100p- 830p	400p-1000p	OFF	OFF	OFF	OFF	20.50
LUNCH>		✓							
MEMO/JOB>									0.00
BOLSMAN, ELLEN		1000a- 400p	OFF	1000a- 400p	400p-1000p	OFF	800a- 200p	400p-1000p	30.00
LUNCH>		✓							
MEMO/JOB>									0.00
WILSON, CURTIS	107	400p-1000p	300p-1000p	400p-1000p	OFF	400p-1000p	OFF	400p-1000p	31.00
LUNCH>									
MEMO/JOB>		✓							0.00
DANIEL, ERICK E		OFF	OFF	900a- 530p	930a- 600p	OFF	700a- 330p	1130a- 800p	32.00
LUNCH>				100p- 130p	130p- 200p		1100a-1130a	330p- 400p	
MEMO/JOB>									0.00
Total Paid Hours For...									
This Job Class:		43.00	22.50	34.00	22.00	22.00	30.00	44.00	217.50
Other Classes in Dept:		0.00	0.00	0.00	8.00	0.00	8.00	0.00	16.00

KROGER 000123

12/30/08 - 11:08am

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 01/10/09

SUN 01/04/09 MON 01/05/09 TUE 01/06/09 WED 01/07/09 THU 01/08/09 FRI 01/09/09 SAT 01/10/09

TAYLOR, THEODOR	205	LUNCH>	MEMO/JOB>	OFF	OFF	OFF	OFF	OFF	OFF	0.00
<hr/>										
STOREY, ROBERT	83	LUNCH>	MEMO/JOB>	930a- 600p	OFF	700a- 330p	700a- 330p	OFF	800a- 430p	40.00
<hr/>										
				130p- 200p		1100a-1130a	1100a-1130a		1200p-1230p	130p- 200p
<hr/>										
										0.00
<hr/>										
WEIGAND, WILLIA	257	LUNCH>	MEMO/JOB>	700a- 330p	700a- 330p	1230p- 900p	OFF	700a- 330p	OFF	40.00
<hr/>										
				1100a-1130a	1100a-1130a	430p- 500p		1100a-1130a		1200p-1230p
<hr/>										
										0.00
<hr/>										
BLAYTON, DIANE	244	LUNCH>	MEMO/JOB>	500a- 130p	OFF	OFF	OFF	1230p- 900p	700a- 330p	24.00
<hr/>										
				900a- 930a				430p- 500p	1100a-1130a	
<hr/>										
										0.00
<hr/>										
BRANCH, CHRISTO	56	LUNCH>	MEMO/JOB>	300p-1000p	300p-1000p	400p-1000p	OFF	300p-1000p	300p-1000p	40.00
<hr/>										
<hr/>										
										0.00
<hr/>										
BOLSMAN, ELLEN		LUNCH>	MEMO/JOB>	1000a- 500p	1000a- 500p	OFF	300p-1000p	1100a- 500p	OFF	34.00
<hr/>										
<hr/>										
										0.00
<hr/>										
WILSON, CURTIS	107	LUNCH>	MEMO/JOB>	300p-1000p	400p-1000p	300p-1000p	OFF	300p-1000p	300p-1000p	40.00
<hr/>										
<hr/>										
										0.00
<hr/>										
WIEL, ERICK E	2	LUNCH>	MEMO/JOB>	OFF	930a- 600p	900a- 530p	930a- 600p	930a- 600p	1230p- 900p	40.00
<hr/>										
					130p- 200p	100p- 130p	130p- 200p	130p- 200p	430p- 500p	
<hr/>										
										0.00

Total Paid Hours For...

This Job Class:	45.00	36.00	37.00	23.00	44.00	38.00	35.00	258.00
Other Classes in Dept:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

302

01/06/09 - 2:22pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 01/17/09

SUN 01/11/09 MON 01/12/09 TUE 01/13/09 WED 01/14/09 THU 01/15/09 FRI 01/16/09 SAT 01/17/09

TAYLOR, THEODOR	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
205 LUNCH>								
MEMO/JOB>	6-5	7-5	5-10	off	8-6	7-5	7-5	0.00
STOREY, ROBERT	930a- 600p	OFF	900a- 530p	700a- 330p	OFF	1000a- 630p	800a- 430p	40.00
83 LUNCH>	130p- 200p		100p- 130p	1100a-1130a		200p- 230p	1200p-1230p	
MEMO/JOB>								0.00
WEIGAND, WILLIA	700a- 330p	OFF	500a- 130p	OFF	700a- 330p	130p-1000p	800a- 430p	40.00
257 LUNCH>	1100a-1130a		900a- 930a		1100a-1130a	530p- 600p	1200p-1230p	
MEMO/JOB>								0.00
SLAYTON, DIANE	500a- 130p	OFF	OFF	OFF	900a- 530p	700a- 330p	700a- 330p	32.00
244 LUNCH>	900a- 930a				100p- 130p	1100a-1130a	1100a-1130a	
MEMO/JOB>								0.00
BRANCH, CHRISTO	300p-1000p	300p-1000p	300p-1000p	300p-1000p	OFF	OFF	300p-1000p	35.00
56 LUNCH>								
MEMO/JOB>								0.00
BOLSMAN, ELLEN	1000a- 500p	1000a- 500p	1000a- 500p	OFF	300p-1000p	OFF	1000a- 500p	35.00
8 LUNCH>								
MEMO/JOB>								0.00
WILSON, CURTIS	300p-1000p	300p-1000p	300p-1000p	OFF	300p-1000p	300p-1000p	OFF	35.00
107 LUNCH>								
MEMO/JOB>								0.00
DANIEL, ERICK E	OFF	900a- 530p	OFF	930a- 600p	700a- 330p	800a- 430p	1000a- 630p	40.00
2 LUNCH>		100p- 130p		130p- 200p	1100a-1130a	1200p-1230p	200p- 230p	
MEMO/JOB>								0.00
Total Paid Hours For...								
This Job Class:	45.00	29.00	37.00	23.00	38.00	39.00	46.00	257.00
Other Classes in Dept:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

KROGER 000126

01/13/09 - 4:19pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 01/24/09

SUN 01/18/09 MON 01/19/09 TUE 01/20/09 WED 01/21/09 THU 01/22/09 FRI 01/23/09 SAT 01/24/09

TAYLOR, THEODOR 205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT 83	800a- 430p	OFF	900a- 530p	700a- 330p	OFF	930a- 600p	800a- 430p	40.00
LUNCH>	1200p-1230p		100p- 130p	1100a-1130a		130p- 200p	1200p-1230p	
MEMO/JOB>								0.00
WEIGAND, WILLIA 257	130p-1000p	OFF	500a- 130p	OFF	700a- 330p	800a- 430p	800a- 430p	40.00
LUNCH>	530p- 600p		900a- 930a		1100a-1130a	1200p-1230p	1200p-1230p	
MEMO/JOB>								0.00
SLAYTON, DIANE 244	500a- 130p	OFF	OFF	OFF	900a- 530p	1230p- 900p	700a- 330p	32.00
LUNCH>	900a- 930a				100p- 130p	430p- 500p	1100a-1130a	
MEMO/JOB>								0.00
BRANCH, CHRISTO 56	800a- 200p	400p-1000p	400p-1000p	400p-1000p	OFF	OFF	400p-1000p	30.00
LUNCH>								
MEMO/JOB>								0.00
BOLSMAN, ELLEN 3	1100a- 500p	1100a- 500p	1100a- 500p	OFF	400p-1000p	OFF	1100a- 500p	30.00
LUNCH>								
MEMO/JOB>								0.00
WILSON, CURTIS 107	OFF	400p-1000p	400p-1000p	OFF	400p-1000p	400p-1000p	400p-1000p	30.00
LUNCH>								
MEMO/JOB>								0.00
WIEL, ERICK E 2	300p-1000p	900a- 530p	OFF	930a- 600p	700a- 330p	OFF	930a- 600p	39.00
LUNCH>		100p- 130p		130p- 200p	1100a-1130a		130p- 200p	
MEMO/JOB>								0.00
Total Paid Hours For...								
This Job Class:	43.00	26.00	34.00	22.00	36.00	30.00	50.00	241.00
Other Classes in Dept:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

KROGER 000128

01/23/09 - 12:34pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 01/31/09

Mandatory Training Class

SUN 01/25/09 MON 01/26/09 TUE 01/27/09 WED 01/28/09 THU 01/29/09 FRI 01/30/09 SAT 01/31/09

TAYLOR, THEODOR	205	LUNCH>	MEMO/JOB>	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
STOREY, ROBERT	83	LUNCH>	MEMO/JOB>	700a- 330p	OFF	900a- 530p	700a- 330p	OFF	930a- 600p	800a- 430p	40.00
				1100a-1130a		100p- 130p	1100a-1130a		130p- 200p	1200p-1230p	0.00
WEIGAND, WILLIA	257	LUNCH>	MEMO/JOB>	930a- 600p	800a- 430p	500a- 130p	OFF	OFF	800a- 430p	800a- 430p	40.00
				130p- 200p	1200p-1230p	900a- 930a			1200p-1230p	1200p-1230p	0.00
SLAYTON, DIANE	244	LUNCH>	MEMO/JOB>	500a- 130p	OFF	OFF	700a- 330p	900a- 530p	1230p- 900p	700a- 330p	32.00
				900a- 930a			1100a-1130a	100p- 130p	430p- 500p	1100a-1130a	8.00
BRANCH, CHRISTO	56	LUNCH>	MEMO/JOB>	900a- 100p	500p-1000p	500p-1000p	400p-1000p	OFF	OFF	400p-1000p	26.00
											0.00
BOLSMAN, ELLEN		LUNCH>	MEMO/JOB>	1000a- 400p	1000a- 400p	1100a- 300p	OFF	500p- 900p	OFF	830a- 500p	28.00
										1230p- 100p	0.00
WILSON, CURTIS	107	LUNCH>	MEMO/JOB>	400p-1000p	500p-1000p	600p-1000p	OFF	500p-1000p	400p-1000p	OFF	26.00
								6-630			0.00
DANIEL, ERICK E	42	LUNCH>	MEMO/JOB>	600a- 200p	900a- 530p	OFF	930a- 600p	700a- 330p	OFF	930a- 600p	40.00
					100p- 130p		130p- 200p	1100a-1130a		130p- 200p	0.00
Total Paid Hours For...											
This Job Class:				48.00	32.00	29.00	22.00	25.00	30.00	46.00	232.00
Other Classes in Dept:				0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00

01/29/09 - 11:01am

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 02/07/09

SUN 02/01/09 MON 02/02/09 TUE 02/03/09 WED 02/04/09 THU 02/05/09 FRI 02/06/09 SAT 02/07/09

TAYLOR, THEODOR	600a- 500p	700a- 500p	500a- 100p	OFF	800a- 600p	700a- 500p	700a- 500p	59.00
205 LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT	900a- 530p	OFF	900a- 530p	700a- 330p	OFF	700a- 330p	800a- 430p	40.00
83 LUNCH>	100p- 130p		100p- 130p	1100a-1130a		1100a-1130a	1200p-1230p	
MEMO/JOB>								0.00
WEIGAND, WILLIA	930a- 600p	800a- 430p	500a- 130p	OFF	OFF	800a- 430p	800a- 430p	40.00
257 LUNCH>	130p- 200p	1200p-1230p	900a- 930a			1200p-1230p	1200p-1230p	
MEMO/JOB>								0.00
SLAYTON, DIANE	500a- 130p	OFF	OFF	700a- 330p	900a- 530p	1230p- 900p	700a- 330p	24.00
244 LUNCH>	900a- 930a			1100a-1130a	100p- 130p	430p- 500p	1100a-1130a	
MEMO/JOB>				SEAFOOD			SEAFOOD	16.00
BRANCH, CHRISTO	1000a- 300p	500p-1000p	300p- 900p	400p-1000p	OFF	OFF	500p-1000p	27.00
56 LUNCH>								
MEMO/JOB>								0.00
BOLSMAN, ELLEN	1000a- 400p	1000a- 400p	1100a- 300p	OFF	400p- 900p	OFF	830a- 500p	29.00
LUNCH>							1230p- 100p	
MEMO/JOB>								0.00
WILSON, CURTIS	400p-1000p	OFF	500p-1000p	500p-1000p	400p-1000p	OFF	500p-1000p	27.00
107 LUNCH>								
MEMO/JOB>								0.00
DANIEL, ERICK E	OFF	900a- 530p	OFF	930a- 600p	700a- 330p	930a- 600p	930a- 600p	40.00
42 LUNCH>		100p- 130p		130p- 200p	1100a-1130a	130p- 200p	130p- 200p	
MEMO/JOB>								0.00
Total Paid Hours For...								
This Job Class:	52.00	37.00	39.00	27.00	37.00	42.00	52.00	286.00
Other Classes in Dept:	0.00	0.00	0.00	8.00	0.00	0.00	8.00	16.00

KROGER 000132

02/05/09 - 5:14pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 02/14/09

SUN 02/08/09 MON 02/09/09 TUE 02/10/09 WED 02/11/09 THU 02/12/09 FRI 02/13/09 SAT 02/14/09

TAYLOR, THEODOR 205	600a- 500p	700a- 500p	500a- 100p	OFF	900a- 800p	700a- 500p	700a- 500p	60.00
LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT 83	900a- 530p	OFF	900a- 530p	700a- 330p	OFF	700a- 330p	930a- 600p	40.00
LUNCH>	100p- 130p		100p- 130p	1100a-1130a		1100a-1130a	130p- 200p	
MEMO/JOB>								0.00
WEIGAND, WILLIA 257	800a- 430p	OFF	500a- 130p	OFF	1000a- 630p	800a- 430p	OFF	32.00
LUNCH>	1200p-1230p		900a- 930a		200p- 230p	1200p-1230p		
MEMO/JOB>								0.00
SLAYTON, DIANE 144	500a- 130p	800a- 430p	800a- 430p	700a- 330p	PERSONAL	OFF	OFF	24.00
LUNCH>	900a- 930a	1200p-1230p	1200p-1230p	1100a-1130a				
MEMO/JOB>				SEAFOOD				8.00
RANCH, CHRISTO 6	130p-1000p	130p-1000p	130p-1000p	130p-1000p	OFF	OFF	130p-1000p	40.00
LUNCH>	530p- 600p	530p- 600p	530p- 600p	530p- 600p			530p- 600p	
MEMO/JOB>								0.00
ILSON, CURTIS 97	130p-1000p	130p-1000p	130p-1000p	OFF	130p-1000p	130p-1000p	OFF	40.00
LUNCH>	530p- 600p	530p- 600p	530p- 600p		530p- 600p	530p- 600p		
MEMO/JOB>								0.00
ANIEL, ERICK E	OFF	900a- 530p	OFF	930a- 600p	700a- 330p	1030a- 700p	700a- 500p	42.00
LUNCH>		100p- 130p		130p- 200p	1100a-1130a	230p- 300p		
MEMO/JOB>		<i>Clear</i>		<i>Clear</i>				0.00

l Paid Hours For...

Job Class:	51.00	42.00	48.00	24.00	35.00	42.00	36.00	278.00
r Classes in Dept:	0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00

KROGER 000134

02/13/09 - 10:10am

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 02/21/09

SUN 02/15/09 MON 02/16/09 TUE 02/17/09 WED 02/18/09 THU 02/19/09 FRI 02/20/09 SAT 02/21/09

TAYLOR, THEODOR	205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>									
MEMO/JOB>									0.00
STORREY, ROBERT	83	900a- 530p	OFF	900a- 530p	700a- 330p	OFF	930a- 600p	700a- 330p	40.00
LUNCH>		100p- 130p		100p- 130p	1100a-1130a		130p- 200p	1100a-1130a	
MEMO/JOB>									0.00
WEIGAND, WILLIA	257	800a- 430p	OFF	500a- 130p	700a- 330p	OFF	800a- 430p	700a- 330p	24.00
LUNCH>		1200p-1230p		900a- 930a	1100a-1130a		1200p-1230p	1100a-1130a	
MEMO/JOB>					SEAFOOD			SEAFOOD	16.00
SLAYTON, DIANE	244	LOA	LOA	LOA	LOA	LOA	LOA	LOA	0.00
LUNCH>									
MEMO/JOB>									0.00
BRANCH, CHRISTO	56	130p-1000p	130p-1000p	130p-1000p	130p-1000p	OFF	OFF	130p-1000p	40.00
LUNCH>		530p- 600p	530p- 600p	530p- 600p	530p- 600p			530p- 600p	
MEMO/JOB>									0.00
WILSON, CURTIS	97	130p-1000p	1100a- 730p	OFF	OFF	130p-1000p	130p-1000p	130p-1000p	40.00
LUNCH>		530p- 600p	300p- 330p			530p- 600p	530p- 600p	530p- 600p	
MEMO/JOB>									0.00
DANIEL, ERICK E	42	600a- 230p	900a- 530p	OFF	930a- 600p	930a- 600p	OFF	930a- 600p	40.00
LUNCH>		700a- 1030a	100p- 130p		130p- 200p	130p- 200p		130p- 200p	
MEMO/JOB>									0.00
DODSON, JENNIPE		800a-1200p	OFF	1000p- 630A	OFF	1200p- 600p	1000a- 400p	OFF	0.00
LUNCH>				200A- 230A					
MEMO/JOB>									24.00
Total Paid Hours For...									
This Job Class:		40.00	24.00	24.00	24.00	16.00	24.00	32.00	184.00
Other Classes in Dept:		0.00	0.00	0.00	8.00	0.00	0.00	8.00	16.00

KROGER 000136

02/18/09 - 10:33am

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 02/28/09

SUN 02/22/09 MON 02/23/09 TUE 02/24/09 WED 02/25/09 THU 02/26/09 FRI 02/27/09 SAT 02/28/09

TAYLOR, THEODOR	205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>									
MEMO/JOB>									0.00
STOREY, ROBERT	83	700a- 330p	OFF	900a- 530p	700a- 330p	OFF	930a- 600p	800a- 430p	40.00
LUNCH>		1100a-1130a		100p- 130p	1100a-1130a		130p- 200p	1200p-1230p	
MEMO/JOB>									0.00
WEIGAND, WILLIA	257	130p-1000p	OFF	500a- 130p	OFF	1000a- 630p	800a- 430p	700a- 330p	40.00
LUNCH>		530p- 600p		900a- 930a		200p- 230p	1200p-1230p	1100a-1130a	
MEMO/JOB>									0.00
HAYTON, DIANE	244	500a- 130p	800a- 430p	OFF	700a- 330p	OFF	1230p- 900p	700a- 330p	32.00
LUNCH>		900a- 930a	1200p-1230p		1100a-1130a		430p- 500p	1100a-1130a	
MEMO/JOB>								SEAFOOD	8.00
BRANCH, CHRISTO	56	800a- 430p	300p-1000p	300p-1000p	400p-1000p	OFF	OFF	300p-1000p	35.00
LUNCH>		1200p-1230p							
MEMO/JOB>									0.00
WILSON, CURTIS	107	300p-1000p	1200p- 700p	300p-1000p	OFF	300p-1000p	300p-1000p	OFF	35.00
LUNCH>									
MEMO/JOB>									0.00
DANIEL, ERICK E	42	930a- 600p	900a- 530p	OFF	930a- 600p	700a- 330p	OFF	930a- 600p	40.00
LUNCH>		130p- 200p	100p- 130p		130p- 200p	1100a-1130a		130p- 200p	
MEMO/JOB>									0.00
1 Paid Hours For...									
Job Class:		47.00	30.00	30.00	30.00	23.00	31.00	31.00	222.00
Other Classes in Dept:		0.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00

KROGER 000138

02/26/09 - 6:08pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 03/07/09

SUN 03/01/09 MON 03/02/09 TUE 03/03/09 WED 03/04/09 THU 03/05/09 FRI 03/06/09 SAT 03/07/09

TAYLOR, THEODOR 205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT 83	700a- 330p	OFF	900a- 530p	700a- 330p	OFF	930a- 600p	800a- 430p	40.00
LUNCH>	1100a-1130a		100p- 130p	1100a-1130a		130p- 200p	1200p-1230p	
MEMO/JOB>								0.00
WEIGAND, WILLIA 257	800a- 430p	800a- 430p	500a- 130p	OFF	1000a- 630p	130p-1000p	OFF	40.00
LUNCH>	1200p-1230p	1200p-1230p	900a- 930a		200p- 230p	530p- 600p		
MEMO/JOB>								0.00
SLAYTON, DIANE 244	500a- 130p	OFF	OFF	700a- 330p	800a- 430p	1230p- 900p	700a- 330p	32.00
LUNCH>	900a- 930a			1100a-1130a	1200p-1230p	430p- 500p	1100a-1130a	
MEMO/JOB>							SEAFOOD	8.00
BRANCH, CHRISTO 56	130p-1000p	130p-1000p	130p-1000p	130p-1000p	OFF	OFF	130p-1000p	40.00
LUNCH>	530p- 600p	530p- 600p	530p- 600p	530p- 600p			530p- 600p	
MEMO/JOB>								0.00
WILSON, CURTIS 107	130p-1000p	130p-1000p	130p-1000p	130p-1000p	130p-1000p	OFF	OFF	40.00
LUNCH>	530p- 600p	530p- 600p	530p- 600p	530p- 600p	530p- 600p			
MEMO/JOB>								0.00
DANIEL, ERICK E 42	300p-1000p	900a- 530p	OFF	930a- 600p	700a- 330p	OFF	930a- 600p	39.00
LUNCH>		100p- 130p		130p- 200p	1100a-1130a		130p- 200p	
MEMO/JOB>								0.00
KENLEY, NORMA 5	OFF	1000a- 300p	1000a- 300p	1000a- 300p	1000a- 300p	1000a- 300p	1000a- 300p	30.00
LUNCH>								
MEMO/JOB>								0.00
Total Paid Hours For...								
This Job Class:	47.00	37.00	37.00	45.00	37.00	29.00	29.00	261.00
Other Classes in Dept:	0.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00

Call out

No call No show

KROGER 000140

03/05/09 - 3:33pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 03/14/09

SUN 03/08/09 MON 03/09/09 TUE 03/10/09 WED 03/11/09 THU 03/12/09 FRI 03/13/09 SAT 03/14/09

TAYLOR, THEODOR 205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT 83	700a- 330p	OFF	900a- 530p	700a- 330p	OFF	900a- 530p	700a- 330p	40.00
LUNCH>	1100a-1130a		100p- 130p	1100a-1130a		100p- 130p	1100a-1130a	
MEMO/JOB>								0.00
WEIGAND, WILLIA 257	900a- 530p	800a- 430p	500a- 130p	OFF	OFF	1230p- 900p	900a- 530p	40.00
LUNCH>	100p- 130p	1200p-1230p	900a- 930a			430p- 500p	100p- 130p	
MEMO/JOB>								0.00
SLAYTON, DIANE 244	500a- 130p	OFF	OFF	700a- 330p	1230p- 900p	900a- 530p	800a- 430p	40.00
LUNCH>	900a- 930a			1100a-1130a	430p- 500p	100p- 130p	1200p-1230p	
MEMO/JOB>								0.00
BRANCH, CHRISTO 56	300p-1000p	400p-1000p	400p-1000p	400p-1000p	OFF	OFF	400p-1000p	31.00
LUNCH>								
MEMO/JOB>								0.00
WILSON, CURTIS 97	OFF	400p-1000p	400p-1000p	OFF	400p-1000p	400p-1000p	300p-1000p	31.00
LUNCH>								
MEMO/JOB>								0.00
DANIEL, ERICK E 2	300p-1000p	900a- 530p	OFF	1030a- 700p	700a- 330p	OFF	1130a- 800p	39.00
LUNCH>		100p- 130p		230p- 300p	1100a-1130a		330p- 400p	
MEMO/JOB>	<i>called off</i>	<i>Suspended</i>					<i>W/S</i>	0.00
ENLEY, NORMA	400p-1000p	OFF	1000a- 400p	400p-1000p	1000a- 400p	1000a- 400p	OFF	30.00
LUNCH>								
MEMO/JOB>	<i>3 hrs</i>							0.00
Un Paid Hours For...								
Job Class:	44.00	28.00	34.00	36.00	28.00	36.00	45.00	251.00
Classes in Dept:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

KROGER 000142

03/12/09 - 12:55pm

MEAT / MEAT

PAGE 1

WEEKLY WORK SCHEDULE - WEEK OF 03/21/09

SUN 03/15/09 MON 03/16/09 TUE 03/17/09 WED 03/18/09 THU 03/19/09 FRI 03/20/09 SAT 03/21/09

TAYLOR, THEODOR 205	OFF	OFF	OFF	OFF	OFF	OFF	OFF	0.00
LUNCH>								
MEMO/JOB>								0.00
STOREY, ROBERT 83	700a- 330p	OFF	900a- 530p	700a- 330p	OFF	900a- 530p	700a- 330p	40.00
LUNCH>	1100a-1130a		100p- 130p	1100a-1130a		100p- 130p	1100a-1130a	
MEMO/JOB>								0.00
WEIGAND, WILLIA 257	900a- 530p	800a- 430p	500a- 130p	OFF	OFF	1230p- 900p	900a- 530p	40.00
LUNCH>	100p- 130p	1200p-1230p	900a- 930a			430p- 500p	100p- 130p	
MEMO/JOB>								0.00
SLAYTON, DIANE 244	500a- 130p	OFF	OFF	700a- 330p	1230p- 900p	900a- 530p	800a- 430p	32.00
LUNCH>	900a- 930a			1100a-1130a	430p- 500p	100p- 130p	1200p-1230p	
MEMO/JOB>				SEAFOOD				8.00
BRANCH, CHRISTO 56	300p-1000p	300p-1000p	130p-1000p	400p-1000p	OFF	OFF	400p-1000p	34.00
LUNCH>			530p- 600p					
MEMO/JOB>								0.00
WILSON, CURTIS 77	OFF	400p-1000p	400p-1000p	OFF	300p-1000p	300p-1000p	300p-1000p	33.00
LUNCH>								
MEMO/JOB>								0.00
DANIEL, ERICK E 42	300p-1000p	900a- 530p	OFF	1130a- 800p	700a- 330p	OFF	1230p- 900p	39.00
LUNCH>		100p- 130p		330p- 400p	1100a-1130a		430p- 500p	
MEMO/JOB>								0.00
Total Paid Hours For...	#2	#3						
This Job Class:	38.00	29.00	30.00	22.00	23.00	31.00	45.00	218.00
Other Classes in Dept:	0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00

KROGER 000144



MID-ATLANTIC MARKETING AREA RULES & REGULATIONS

INTRODUCTION

You are a valuable asset to the Kroger Mid-Atlantic Marketing Area. You are the primary reason that our company will either succeed or fail. In order to help you become a valuable and contributing member of The Kroger Team, several important rules are designed, not as a list of do's and don'ts, but as a framework of personal conduct to protect you, your peers, our customers, and most of all everyone's integrity. Following these rules will help keep everyone working toward the same common goal, which is to make our Company a success for the future!

The following is a list of rules for all Kroger store employees, violations of which will lead to disciplinary action. Due to the nature of our business, please note that proven violation of certain rules will result in immediate discharge for a first offense. These rules are printed in bold type. Depending on the severity of the offense, first violations of other rules can also lead to discharge.

The Kroger Co. reserves the right to add to and delete from, or modify these rules as it becomes necessary.

The Kroger Co. is an equal opportunity employer, and there shall be no discrimination against any employee because of race, religion, color, creed, national origin, sex, age, disability, or sexual orientation. Where the word "he" appears it applies to both male and female employees.

BASIC STORE RULES

1. **EMPLOYEE'S DRESS** - In our contact with the general public, it is important that we provide a neat and clean shopping environment. Often, a customer perceives a neat and clean environment based on the personal appearance of our employees. The following are the minimum standards of dress that will help us maintain a neat and clean employee image for our customers.
 - a. All employees are to wear name badges positioned on the upper left chest.
 - b. All employees will wear the designated uniform for the job classification and department.
 - c. Associates working in food preparation areas, such as the Deli, Meat & Salad Bar must keep their hair neat, off their face and restrained. To restrain hair, associates must wear a white hair net covering all hair at all times when on duty. Associates with beards working in the above food preparation areas must wear beard guards at all times when on duty.
 - d. Only solid colored clothing may be worn (dresses/slacks/skirts). Non-appropriate clothing includes jeans, or any form of denim, warm-up suits, sweat pants, skorts, etc. that do not support the intent of professional associate dress. Dresses or skirts for female associates must be of a professional business length that supports the intent of the dress code and/or the associate's ability to perform her duties.
 - e. Employees must be generally well groomed and clean at all times. Cleanliness of hands, fingernails, and clothing is of particular importance to a professional appearance. Associates in food preparation areas are prohibited from wearing acrylic or "press-on" nails. Hair should be clean,

neatly styled, cut and arranged so that it will remain securely in place. Hair coloring must be of the natural hair colors, such as black, gray, brown, red, and blonde. Associates with hair longer than shoulder length must tie or secure their hair away from their face. Male associates should be clean-shaven, with the exception of closely trimmed mustaches, beards and goatees.

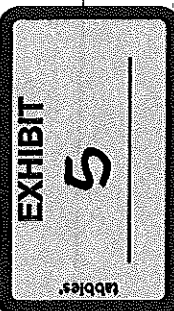
- f. Shoes must be clean and appropriate. Socks or stockings must be worn. Shoes that do not adequately protect the feet such as open-toed shoes or sandals are prohibited.
 - g. In some departments it may be necessary to wear protective clothing and/or equipment to be in compliance with State/Federal law. Your Department Manager will advise you on this clothing issue.
 - h. Cosmetics, perfume/cologne and jewelry should be conservative and worn in moderation. For your safety, limit earrings to studs and/or small hoops that are to be worn in the ear lobe only. To assure the highest cleanliness and personal hygiene standards, associates working in food preparation areas are prohibited from wearing any jewelry on their arms and hands, with the exception of a plain ring such as a wedding band.
 - i. Visible body piercing with jewelry is not permitted while working. Associates should limit ear piercing to two (2) piercings per ear lobe.
 - j. Associates assigned to outside duties for customer service may wear solid colored Bermuda length shorts (non-denim) from Memorial Day through Labor Day. Orange safety vests must be worn at all times for associates assigned to outside duties.
 - k. In colder months, associates may wear long sleeve complimenting colored clothing under the Kroger uniform. Solid colored complimenting button or zipper sweaters may also be worn.
 - l. Gum chewing, eating, or drinking is not permitted while working on the clock.
2. Between starting time and quitting time, including breaks and lunch, and at any other time while on Company premises, including parking lots, employees shall not possess, use, consume or be under the influence of alcohol, marijuana, cocaine or any other controlled or illegal substance. Proven violation of this rule will result in discharge.

When there is a reason to believe an employee is under the influence of alcohol or a controlled substance based upon factors including but not limited to change in appearance, speech, or work performance, management shall have the right to require an employee to submit to a test to determine the presence and level of blood alcohol and/or the presence of marijuana, cocaine or any other controlled substance.

 - a. A positive alcohol test is defined as meeting the current State limit for the State in which the employee is working in.
 - b. A positive drug test is defined as the presence of illegal substances in the body.

Refusal to take the test, as instructed, will result in discharge.
 3. All employees must follow the posted Employee Purchase Policy.
 4. Only authorized personnel are allowed in designated work areas, e.g. office personnel in cash office, pharmacy personnel in pharmacy, etc...
 5. Smoking is not permitted in any store except in designated smoking areas. Employees working in a store where smoking is prohibited may smoke outside the building during scheduled breaks provided this does not bother or interfere with customers, visitors or employees entering or exiting the facility. The use of chewing tobacco is prohibited while working on the clock.

KROGER 000421



6. Store telephones are for business and emergency use. Personal employee telephone usage is limited to emergency situations only. The usage of cell phones and pagers while working on the clock is prohibited.
7. No person under 18 years of age is allowed to operate powered industrial trucks or other powered equipment. Employees at least 18 years of age who have been requested by Management to operate power industrial trucks must be certified by OSHA Rules & Regulations. This type of equipment should not be allowed on the sales floor.
8. The front entrance door is the only door that is to be used by employees going to and leaving work.
9. An employee involved in any accident which results in injury, damage to property, equipment or merchandise shall notify a member of management (or the person in charge) immediately and leave a written report with a member of Management stating how and when such an occurrence happened. This report is to be completed on the date of occurrence. Employees are to avoid carelessness or negligence that could result in accidents. Any proven intentional damage to company property, either leased or owned, employee property, or customer property will lead to immediate discharge.
10. Time clock procedures must be followed as per the posted policy. These procedures are posted by the time clock and included in these Rules and Regulations.
11. Employees who are not "on the clock" are not to interrupt the work of others who are working.
12. Employees will clean up after themselves in restrooms and break areas.
13. Employees are not allowed to bring, threaten to bring or express intent to bring firearms and other weapons on the premises. Violation of this rule will result in immediate discharge.
14. **HONESTY AND INTEGRITY** – Honesty and integrity is the basic policy of The Kroger Co. and its employees. This is reflected in the handling of money, product, supplies, Company property and equipment, and the use of time while working. As we would not steal money, product, etc., we will not steal time by working unproductively. Dishonesty in any form or criminal conduct will not be tolerated and shall be cause for discharge, regardless of amount or length of service. Some specific rules regarding this are as follows:

- a. **THEFT** – Removal, utilization, or consumption of any Company property **REGARDLESS OF VALUE**, or type, must be accompanied by a sales receipt or written authorization from management. Attempts to remove property, including distressed, damaged, and out-of-date product, will result in discharge **REGARDLESS OF AN EMPLOYEE'S LENGTH OF SERVICE**. Theft (or attempted theft) from a fellow employee or from the Company (at any facility) will result in discharge **REGARDLESS OF VALUE** of the property involved and **REGARDLESS OF AN EMPLOYEE'S LENGTH OF SERVICE**.

The bringing of packages or items purchased outside onto Company property is discouraged; however, if you find it necessary to do so, such items should be shown to store management who will give you authorization to bring in and remove the item from Company premises.

Employees carrying lunch boxes or any other objects in which it is possible to conceal Company property will, upon request, submit such packages for inspection when requested to do so before entering/leaving the property. All personal belongings must be stored in the designated location provided by management. Management reserves the right to search all personal belongings entering/leaving the store.

Employees are to charge correct retail prices. Weighed product should be labeled to reflect true weight. Employees who knowingly under or over charge, under or over weigh, or fail to properly record sales are subject to discharge.

It is the duty and responsibility of every employee who has knowledge of a dishonest act to discuss it with store management for further investigation.

- b. **FALSIFICATION OF RECORDS** – Falsification of any record, whether by manual or electronic entry, including time and attendance, applications, inventories, bookwork, office procedures on cash, electronic data entry, etc., is strictly prohibited and will result in discharge.
- c. **BAD CHECKS** – The policy of The Kroger Co. strictly prohibits the intentional writing of worthless checks to The Kroger Co. by its employees, or the failure to reimburse Kroger for a check returned due to error.
- d. **CRIMINAL OR DISHONEST CONDUCT**– Any off-the-job conduct involving criminal activity or dishonesty will subject the employee to discharge.
- e. **CONFLICTS OF INTEREST** – The term "conflict of interest" describes circumstances that cast doubt on an employee's ability to objectively act with regard to Kroger interests. It is the duty of every employee to avoid situations in which there is or may seem to be a conflict of interest between the employee and the Company. Employees who have or contemplate a personal interest that may be in conflict with the interest of the Company are required to tell their store managers. In the event that the situation is found to be a conflict, it should be promptly resolved. If it cannot be resolved, the employee will be subject to termination. It is not possible to anticipate every situation that might create or contain such a conflict. Examples are: having a business interest in, or working for, a competitor or other food store or supplier.
15. Each employee is required to comply with all Federal, State, and Local laws in accordance with their responsibilities as good citizens and employees.
16. The sale, furnishing or giving of beer, wine, or any other alcoholic beverage to a person less than 21 years of age, or to a person who is visibly intoxicated, or outside the legal selling period will result in discharge. Selling tobacco to anyone under 18 years of age will result in discharge.
17. Employees are not permitted to accept gratuities from customers or vendors.
18. Employees will not park their vehicles in areas designated as customer parking.
19. Fighting by Kroger employees on Company premises or parking lots will result in disciplinary action up to and including discharge of all participants.
20. Due to our constant exposure to our customers, vendors, and fellow employees, good conduct, mannerisms and language must be used at all times. For example, cursing, swearing and the use of offensive language on company property will not be tolerated and will be grounds for disciplinary action up to and including discharge.
21. Excessive attendance problems (absenteeism and/or tardiness), regardless of reason, will be grounds for disciplinary action up to and including discharge. If unable to report to work as scheduled, the employee will call store management or the person in charge in absence of store management at least two (2) hours prior to the start of the shift. A doctor's release may be required upon reporting back to work.
22. Proven violation or willful misuse of vendor coupons or food stamps may result in immediate discharge.
23. Insubordination to store management and department heads may subject the employee to discharge.

RELATIONSHIPS

1. The Company permits the employment of qualified relatives of employees as long as employment does not create actual or perceived conflicts of interest. Individuals who are related by blood or marriage are permitted to work in the same store provided no direct reporting or supervisory/management relationship exists. No employee should work within the "chain of command" of a relative.
2. The practice of intra-store dating is discouraged, but not forbidden. Any employees choosing to date within the same store are expected to maintain a professional demeanor with one another at all times while at work or on any company business. To avoid the perception of favoritism, Management team members, including Department Heads, are expected to refrain from dating employees with whom there is a direct supervisory relationship.

EMPLOYEE PURCHASE POLICY

1. All merchandise sold to employees must be rung on a cash register and is to be recorded item-by-item (Checkout transaction is the same for employee as for regular customer).
2. During the times the store is not open for regular business, employees are only permitted to purchase merchandise for immediate consumption, through the cash register authorized by the store management. The transaction is to be handled by the designated employee in charge.
3. All merchandise must be paid for and rung up on the cash register before it is removed from the store, or before it is consumed. The employee must retain the receipt and produce it upon management request.
4. Employees are not permitted to take merchandise and leave money at the cash register or office.
5. Employees are not permitted to check out their own purchases except as a customer using U-SCAN.
6. Employees are not permitted to check out purchases of their immediate family or any individual residing in the same household.
7. Employees may assemble merchandise prior to starting time, during break periods, and lunch periods. This merchandise must be stored in an area designated by the Store Manager and must be clearly marked with the employee's name. This merchandise must be paid for immediately at the close of the employee's work schedule for that day. Once paid for, the merchandise must be removed from the store.
8. Employees may not shop while on the clock.
9. In no case will an employee price mark his or her own purchase(s). If an item is not priced, the Manager, Co-Manager, or designated employee, shall initial and price the item to be purchased by an employee.
10. No employee will put a price on damaged merchandise or merchandise to be marked for clearance unless the Store Manager or Co-Manager has authorized such action. All items and product being purchased by an employee must have been previously offered for sale to the general public in the same physical state and at the same price as being paid by an employee. No special considerations or prices will be taken or received by employees.
11. No employee will weigh, wrap, price or reduce in price, any merchandise that is for his own use.
12. Employees will pay the proper price for every item taken from the store, or consumed, or used on the store premises.
13. There shall be no consumption, opening, intentional damage to, or utilization of any merchandise, or items not previously paid for, including distressed, damaged, out-of-date or reclamation items.
14. Employees using coupons must abide by all Local, State and Federal laws, and use the coupons within the guidelines printed on the individual coupons. A coupon may not be redeemed unless the specified item is being purchased at that time. When

a customer's use of coupons results in a negative balance, the cashier must not give money back to the customer.

15. Samples are for customers. Employees on the clock shall not consume samples.
16. It is understood that any package(s) entering/leaving the store is/are subject to the inspection by management or an authorized employee.
17. No employee is permitted to use their Kroger Plus Shopper's Card for customers or other employees. Any violation of the Kroger Plus Card procedures will result in disciplinary action, up to and including discharge.

A violation of any portion of the above policy will be cause for immediate disciplinary action up to and including discharge, and may result in criminal prosecution.

STORE TIME & ATTENDANCE RULES

1. Each employee shall record his own time electronically.
2. Each employee shall record in and out when beginning and ending work, including any time taken for breaks and lunches. No work shall be performed before recording in for the shift or after recording out. Working off the clock is strictly prohibited.
3. Any employee failing to properly record time will notify store management immediately. Store management will take the necessary action to correct any improperly recorded time.
4. No employee is permitted to record another employee's time for him/her.
5. Employees who are responsible for maintaining time and attendance records will not make adjustments to their own time records.
6. Falsification of work time is strictly prohibited. Claiming time or pay for time not worked will result in discharge.
7. Employees who record and transmit store payroll data are responsible for maintaining accuracy for their transactions. Falsification of payroll records or data is strictly prohibited.

A violation of any portion of the above policy will be cause for immediate disciplinary action up to and including discharge.

STORE SAFETY RULES

General Safety Rules

1. An employee who engages in an act which endangers himself, another employee, or a customer will be subject to disciplinary action.
2. All unsafe conditions must be corrected or reported immediately to store management.
3. Employees must not run in the store.
4. Employees should lift with their legs, not their back, and should get help when lifting a heavy load.
5. Any liquids or foreign objects on the floor must be cleaned up immediately.
6. Caps on bleach must be tightened when stocked and at the check stand.
7. All accidents must be reported to store management immediately.

Use of Equipment

1. All equipment must be operated as instructed. Deviation from published operating procedures will not be permitted.
2. No power equipment may be used without all provided guards in place.
3. No power equipment, including slicers, meat saws, floor scrubbers, the baler, the compactor, etc... may be operated by anyone under 18 years of age. This rule also applies to the loading/unloading of the baler and the compactor.
4. Appropriate ladders must be used to reach products and supplies. Standing on chairs, merchandise, conveyors, bascart, milk crates, etc. or using the electric straddle stacker to reach product or supplies is prohibited.

5. Four-wheel dollies must not be loaded higher than shoulder level.
6. There will be no riding of electric pallet jacks.
7. When lifting equipment is not in use, it should be parked out of the way with forks lowered all the way down.
8. Employees are to be familiar with and abide by all departmental safety rules in their respective departments.

Fire Prevention

1. Smoking is permitted only in designated areas. Disposal of cigarette butts must be in the proper container.
2. Merchandise must be stored at least 18 inches below sprinkler heads.
3. Nothing may be placed or stored on or near heating, refrigeration, or electrical equipment.
4. Fire extinguishers, electrical boxes, and sprinkler valves must not be blocked or covered.
5. Employees shall be familiar with the location and proper use of fire extinguishers.
6. Exit aisles and doors must not be blocked or locked.
7. All electrical equipment such as ovens, fryers, wrappers, etc. should be turned off when not in use.
8. Only grounded extension cords may be used. Extension cords are for temporary use, not permanent situations.

THE KROGER CO. POLICY CONCERNING SEXUAL HARASSMENT AND OTHER FORMS OF HARASSMENT

PHILOSOPHY

The Kroger Co. is committed to a workplace free from unlawful discrimination, which includes sexual harassment and other forms of harassment because of one's race, color, religion, gender, national origin, age, disability, or sexual orientation.

Any form of harassment undermines the Company's insistence upon employee integrity, and is considered serious misconduct. No employee, either male or female, should be subjected to offensive conduct or innuendo, either verbal or physical, from co-workers, supervisors, customers or vendors.

All employees have a responsibility to maintain the workplace free of harassment and to report such misconduct when it occurs, just as any form of unlawful discrimination should be reported.

POLICY

Proven sexual harassment, or harassment because of an individual's race, color, religion, gender, national origin, age, disability or sexual orientation will result in discipline up to and including discharge.

Sexual harassment is defined as:

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct if (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include but are not limited to the following:

- Conditioned promotion, demotion, performance evaluations and the like upon submission to sexual favors.
- Touching that is unwanted, uninvited, or offensive.
- Displaying sexually suggestive or explicit material, pictures, or cartoons.

- Relating sexually suggestive or explicit stories or "jokes".
- Making sexually suggestive or explicit gestures.

Harassment because of one's race, color, religion, gender, national origin, age, disability or sexual orientation is defined as:

Verbal or physical conduct that (1) denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, sexual orientation, gender, age or disability, or that of the individual's relatives, friends or associates, and (2) has the purpose or effect of creating an offensive work environment, unreasonably interferes with an individual's work performance, or otherwise adversely affects an individual's work performance.

Examples of such harassment include but are not limited to the following:

- Making derogatory ethnic or racial statements, or belittling one's religion or religious practices.
- Perpetuating stereotypes about one's age, gender, etc. ("You're too old to change your ways", "This is women's work.").
- Refusing to assist an employee or customer because of his/her race, gender, etc.
- Disparaging the sexual orientation of an employee, his/her associates, or a customer.

REPORTING AND INVESTIGATION PROCEDURE FOR SEXUAL HARASSMENT AND OTHER FORMS OF HARASSMENT

If you believe that you are being sexually harassed by a co-worker, supervisor, customer or vendor, or if you believe you are being harassed by a co-worker, supervisor, customer or vendor because of your race, color, religion, gender, national origin, age, disability or sexual orientation you should take these steps:

1. Firmly and clearly tell the person who is harassing you that his or her behavior is unwelcome and should stop at once. If possible, take a witness to this discussion. Write a statement about the incident and what you did to stop it, including dates, times, and places. This statement will be helpful if the harassment continues and the Company needs to investigate. If you are uncomfortable with telling the person who is harassing you to stop, then proceed to the reporting procedure below.
2. Report the incident to your immediate supervisor, another member of the management team, any person in the Human Resources Department, PO Box 14002, Roanoke, Virginia 24038, (540) 563-3554; or call the Kroger Helpline at 1-800-689-4609; TDD, 877-673-6803. Your report should be as specific as possible, including the name of the person who is harassing you, a description of the conduct and the effect that conduct is having on your working conditions and work performance, and the names of any witnesses who could assist in the investigation.

All claims of harassment will be investigated promptly and will be handled professionally and as confidentially as circumstances permit. Your further participation in the investigation may be necessary, and you will be informed of the outcome. The company will not tolerate reprisals or retaliation against persons reporting alleged harassment or anyone participating in the investigation of the alleged harassment.

04/03

Form 3141

SIGNIFICANT INCIDENT REMINDER

NAME: Eric Daniels Date: 2/16/09

Briefly describe the incident:

Eric called Late Saturday night said he could not work Sunday because he did not have a baby sitter. Did not talk to a member of MGT UNEXCUSED ABSENCE

Have you done something about it?

☐ Commended the employee if the incident was favorable.

☒ Discussed ways to prevent recurrence if the incident was unfavorable.

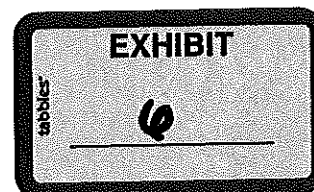
A Morris
Employee's Supervisor

BACK OF SIGNIFICANT INCIDENT REMINDER

A SIGNIFICANT INCIDENT can be an example of either a good performance or a mistake or failure of some kind. Both should be noted and reviewed with the employee.

Many supervisors find it helpful to note these incidents at the time they occur and to keep a file of these notes for reference at the time a performance review is held. This is not a substitute for handling an incident at the time it occurs. The employee should be complimented or corrected at that time.

THIS REMINDER IS NOT A CONSTRUCTIVE ADVICE RECORD! In fact, you will want to jot down many incidents on these "reminder" slips that do not justify a Constructive Advice Record. It is merely a memory-jogger to give the supervisor something tangible to talk about and follow-up in his performance review interviews with his employees.



CONSTRUCTIVE ADVICE RECORD

Discussion Date: February 23, 2009

REDACTED

Name: Erick Daniel

SS#: [REDACTED]

Classification: Full time Store/Dept: 520 Meat/ Seafood

☐ Customer Complaint ☐ Carelessness
☐ Disregard of established rule well known to the employee
☐ Discourtesy ☐ Disregard for safety ☐ Failure to follow instructions
☐ Wasting Time ☐ Quality of work ☐ Improper checkout procedures
☐ Personal Untidiness ☐ Tardiness ☐ Quantity of work ☐ Profanity
☒ Excessive or unauthorized Absence ☐ Other Lunch/Break policy

Fully explain item or items checked. Give date and time of specific incident involved.

Eric was scheduled to work 9:30am to 6pm on Sunday February 22, 2009.
On Saturday night around 5:45 pm Eric told Scott Morris; co manager; that he would not be in the next day; Sunday, February 22, 2009 because he did not have a babysitter. Scott told him he needed to be here this is not an excused absence.

Has this employee been warned previously for a similar occurrence?

Kenny Morris; Store Manager; had a conversation with Erick on February 16, 2009 because Erick did not work his scheduled shift on Sunday, February 15, 2009. He called on Saturday February 15, 2009. He did not talk to a member of store management. This is an unexcused absence.

Corrective Effort:

On February 16, 2009 Kenny Morris; Store Manager; went over the policy with Erick on calling out. Explained that he needs to work his scheduled shifts and when he calls he needs to speak to a member of Store Management; as explained in new hire orientation. Kenny also told Erick that not having a babysitter is not a valid excuse.

Any further violation of this policy will result in further disciplinary action up to and including termination.

Has the employee been placed on probation?

Erick is being put on a 90day probation period: 2/23/09 to 5/23/09

The shop steward or union representative, Mr., Mrs., Ms. Joe White has been fully informed of the details concerning this incident on (date) 3/4/09 He/She was was not present at the time of discussion with the employee.

S. Morris 3/4/09
Zone or Department Manager Store Manager or Supervisor

Employee's Statement:

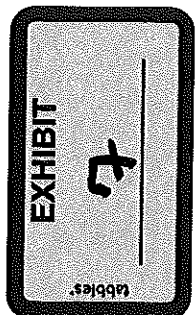
Refuse to sign

S. Morris
Joe White
Shop Steward

Employee

Date

KROGER 000639



REDACTED

Discussion Date: March 2, 2009

Name: Erick Daniel SS#: [REDACTED]
Classification: Full time Store/Dept: 520 Meat/ Seafood

☐ Customer Complaint ☐ Carelessness
☐ Disregard of established rule well known to the employee
☐ Discourtesy ☐ Disregard for safety ☐ Failure to follow instructions
☐ Wasting Time ☐ Quality of work ☐ Improper checkout procedures
☐ Personal Untidiness ☐ Tardiness ☐ Quantity of work ☐ Profanity
☒ Excessive or unauthorized Absence ☐ Other Lunch/Break policy

Fully explain item or items checked. Give date and time of specific incident involved.

Eric was scheduled to work 2/28/09 930a-6p, 3/1/09 3p-10p and 3/2/09 9a-530p.

Erick called and talked to Octavia Howard to say he would not be in on Saturday 2/28 and Sunday 3/1. Erick was a no call no show on Monday 3/2/09.

Erick had requested this time off but was denied because we had no one to cover his shifts.

Has this employee been warned previously for a similar occurrence?

Kenny Morris; Store Manager; had a conversation with Erick on February 16, 2009 because Erick did not work his scheduled shift on Sunday, February 15, 2009. He called on Saturday February 14, 2009. He did not talk to a member of store management. This is an unexcused absence.

Scott Morris discussed with Erick the importance of him being here on Sunday. Explained to Erick that he would be suspended for missing another day of work (3days). Erick said that we were not giving him his right to practice his religion. Scott told explained to Erick that he was being disciplined for not showing up due to babysitting issues, that is the reason Erick said he could not work when he called in on 2/22/09.

Corrective Effort:

On 3/4/09 Scott Morris; Co-Store Manager; went over the policy again with Erick on calling out. Explained that he needs to work his scheduled shifts and when he calls he needs to speak to a member of Store Management as explained in new hire orientation.

Any further violation of this policy will result in further disciplinary action up to and including termination.

Has the employee been placed on probation?

Erick is being put on a 90day probation period: 3/02/09 to 6/02/09

The shop steward or union representative, Mr. Mrs., Ms. Albert Barker
has been fully informed of the details concerning this incident on (date) 3/4/09
He/She was/was not present at the time of discussion with the employee.

[Signature]
Zone or Department Manager Store Manager or Supervisor

Employee's Statement:

Would not sign
Employee

3/5/09
Date



REDACTED

CONSTRUCTIVE ADVICE RECORD

Discussion Date: 3/9/09
 Name: ERIC DANIEL SS# [REDACTED]
 Classification Full Time inst Store/Dept: 520

- ☐ Customer Complaint ☐ Carelessness ☐ Disregard of established rule well known to the employee
☐ Discourtesy ☐ Disregard for safety ☐ Failure to follow instructions
☐ Waisting Time ☐ Quality of work ☐ Improper check-out procedures
☐ Personal Untidiness ☐ Tardiness ☐ Quantity of work
☐ Profanity ☒ Excessive or unauthorized Absence unexcused Absence ☐ Other

Fully explain item or items checked. Give date and time of specific incident involved.

ERIC WAS SCHEDULED Sunday 3/8/09 from 3p to 10p. He called at 12:45 and said he could not work because of Church Service.

Has this employee been warned previously for a similar occurrence? yes
 When? 3/5/09
 (Date)

Corrective Effort:

Eric will be Suspendd for 3 scheduled days and will return to work on Saturday 3-14-09. Yr Suspendd time is non-paid

Has the employee been placed on probation? ☒ Yes ☐ No Until what date? 6-7-09

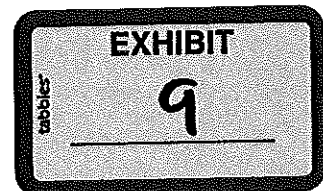
The shop steward or union representative, Mr., Mrs., Ms. Melody Frazier has been fully informed of the details concerning this incident on (date) 3/9/09 He/She was/was not present at the time of discussion with the employee.

Zone or Department Manager

[Signature]
 Store Manager or Supervisor

Employee's Statement:

will not sign Melody Frazier
 Employee



3/14/09



REDACTED

AVAILABILITY QUESTIONNAIRE

Name: ERICK DANIEL
 Social Security Number: [REDACTED]

Due to the nature of the grocery retail industry, schedule flexibility and availability are key components which are necessary to meet the needs of our business. When providing your work availability, consider Kroger's hours of operation. You may be required to work night and weekend shifts, as they are an important part of our business.

Hours available for work:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
A.M.		7:00 A.M.	7:00 A.M.	7:00 A.M.	7:00 A.M.	7:00 A.M.	
P.M.		5:00 P.M.	5:00 P.M.	5:00 P.M.	5:00 P.M.	5:00 P.M.	

Approximate hours desired per week: _____

Desired department (if any): _____

Not Approved
 K. Morris

FOR STORE USE ONLY:

Interview date: _____

Interviewed by: _____

Hired: Yes No Status: FT PT

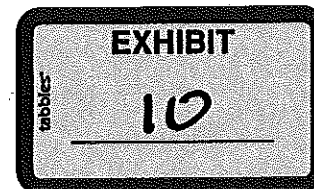
Position: _____

Wage rate: _____

Start date: _____

Refused offer: _____

Reason: _____

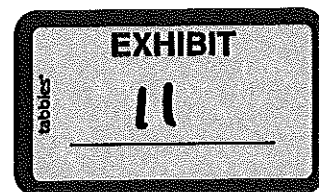


KROGER 000095

**KROGER MID-ATLANTIC
AND
UFCW UNION LOCAL 400**

**RICHMOND/HAMPTON ROADS
STORES**

March 26, 2006 through March 27, 2010



KROGER 000437

**KROGER MID-ATLANTIC/UFCW UNION LOCAL 400
RICHMOND/HAMPTON ROADS STORES
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AGREEMENT

This Agreement has been entered into between Kroger Limited Partnership I Mid-Atlantic Marketing Area, hereinafter designated as the Employer, and the United Food and Commercial Workers (UFCW) Union Local #400, chartered by the United Food and Commercial Workers International Union, hereinafter designated as the Union.

ARTICLE 1.

INTENT AND PURPOSE

1. The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

ARTICLE 2.

NON-DISCRIMINATION

1. The Employer and the Union agree that there shall be no discrimination against any employee because of race, religion, color, creed, national origin, sex, disability, Union affiliation or activities or veteran's status in accordance with existing law. Where the word "he" appears in this Agreement, the parties agree that it applies to both "male and female" employees.

ARTICLE 3.

COVERAGE

1. The Union shall be the sole and exclusive bargaining agent for all employees, except Store Management, Professional Pharmacy Department employees, Pharmacy Technicians, Store Department Heads, Wine Specialists, Security Employees, Demonstrators, and all clerical employees in the stores of the Employer operated in Eastern Virginia. If stores covered by this Agreement are transferred out of the Mid-Atlantic Marketing Area, the Union shall continue to be the sole and exclusive bargaining agent for all employees described above in such stores and in any new stores opened in the cities in which such transferred stores are located.

2. Once each period, the Employer will notify the Union in writing of all employees hired or terminated, reinstated or transferred, into this

bargaining unit within the previous period indicating the employee information requested by the Union.

ARTICLE 4.

SHOP CONDITION

1. The Employer reserves the right to secure new employees from any source whatsoever. During the first forty-five (45) days of employment for a full-time employee and ninety (90) days for a part-time employee, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer. If and when an agency shop becomes legal, the parties agree to meet and discuss same.

2. The Employer agrees to deduct Union initiation fees as authorized and shall deduct Union dues from the pay each week of employees who are members of the Union and remit such deductions to Local Union #400 each week, provided, however, that the Union presents to the Employer, voluntary signed authorization from the employees to cover such deductions.

3. The Company agrees to honor and to transmit to the Union contribution deductions to the United Food and Commercial Workers International Union Active Ballot Club from employees who are Union members and who signed deduction authorization cards. The deductions shall be in the amount of seventy-five cents (\$.75) per week.

ARTICLE 5.

MANAGEMENT RIGHTS

1. The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee or for the purpose of invalidating any contract provision.

2. The Employer maintains the right to continue current vendor assistance, and further to utilize vendor services that become available in the industry in order to maintain competitiveness. If there is a major impact on bargaining unit work as a result of the above, the Employer agrees to meet with the Union to discuss such impact.

3. In the event that the Employer contemplates the introduction of major technological change affecting bargaining unit work, advance notice of such change will be given to the Union in writing. If requested to do so, the Employer will meet with the Union to discuss the implementation of such change before putting such change into effect.

ARTICLE 6.

DISPUTE PROCEDURE

1. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

- | | |
|---------|---|
| STEP 1. | By conference between the employee and the Shop Steward or Union Representative and the Store Manager. |
| STEP 2. | By conference between the Union Representative and the Zone Manager. If Step 2 does not settle the dispute within three (3) working days it may be taken to Step 3. |
| STEP 3. | By conference between an official or officials of the Union, the Divisional Director, Human Resources/Labor Relations or other representatives of the Employer delegated by the Divisional President. |
| STEP 4. | In the event the last step fails to settle the complaint, it may be referred to arbitration. |

The parties recognize that other individuals relevant to the processing of a dispute may be included in Step 1, Step 2, or Step 3, at the discretion of the parties.

2. The parties shall, within ten (10) days of disagreement, request from the American Association of Arbitrators a panel of seven (7) arbitrators from which an arbitrator shall be chosen by the alternate striking of names. The decision of the arbitrator shall be binding on both parties and expenses of the arbitrator shall be paid for jointly.

3. The Employer may at any time discharge any employee for proper cause. If the Union concludes after investigation that the discharge

was improper, the Union must file a written complaint with the Employer within seven (7) days. Any such written complaint must be discussed as specified in the procedure outlined in Article 6.1 above.

4. The manager of the store shall grant to any accredited Union official access to the store at any time that the store is open for business, for the purpose of satisfying himself that the terms of this Agreement are being complied with, including the review of applicable records (such as employee time-keeping records) in a timely manner during that visit, if possible. It is understood, however, that the Union official will, upon entering the store, make his presence known to the Store Manager.

5. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such has happened. Grievances not settled in Step 1 shall be reduced to writing.

ARTICLE 7.

NO STRIKE, NO LOCKOUT

1. During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout. Nothing contained herein, however, shall compel any employee to walk through a legal labor picket line set up as a part of a duly authorized strike and legally called strike against the Employer. It is understood, however, that employees shall complete the work at hand and properly account for money, merchandise and other property in their custody which belongs to the Employer. In the event a picket line, strike or work stoppage by any organization other than Local #400 occurs, at least forty-eight (48) hours notice will be given by Local #400 if they honor or sanction said picket line, strike or work stoppage.

ARTICLE 8.

EMPLOYEE DEFINITION

1. An employee that works thirty-five (35) hours per week for twelve (12) consecutive weeks shall be considered to be full-time. To disqualify, employees who work less than thirty-five (35) hours per week for twelve (12) consecutive weeks shall be considered as part-time. Vacation weeks and approved bona fide leaves of absence will not be considered in the computation.

ARTICLE 9.

WORKING CONDITIONS

1. The hours and work for each employee shall be scheduled by the Employer with the most hours on the basis of seniority providing the employee is qualified to perform the work and is available. The schedule for full-time employees shall not be changed during the workweek except in case of employee's absence, emergency beyond the control of the Employer, or by mutual agreement. The schedule for part-time employees may be changed by notification to the employee prior to his reporting for his scheduled work time. The work schedule for the succeeding week for employees who work regularly will be posted in ink by 2:00 P.M. on Friday of the prior week. The Shop Steward has the right to make a copy of the schedule.

2. The basic workweek for full-time employees shall be worked in five (5) days, Sunday through Saturday, unless waived by the employee. Part-time employees will receive one (1) day off per week unless mutually waived by the employee and store manager.

3. It is agreed that two (2) employees will not be scheduled for work with the same classification in a week where one (1) employee with the necessary qualifications could perform the work scheduled subject to the seniority provisions of the Agreement.

4. The Union agrees that the needs of the business take first priority in scheduling. Furthermore, the Employer recognizes that given the individual lifestyles of full-time employees, certain work schedules may be preferable. In this regard, the Employer will endeavor to consider seniority in the preparation and assignment of work schedules for full-time employees who submit their preferences in writing.

5. Time and one-half (1-1/2) will be paid for hours worked in excess of forty (40) hours of actual work in a workweek. No employee will be required to accept time off as compensation for overtime. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be computed in paying overtime.

6. A one-half (1/2) hour lunch period on the employee's own time shall be allowed for lunch in each full workday. This lunch break will be scheduled by the Employer as near to the middle of the employee's shift as possible. Employees working a shift of at least four (4) hours shall receive a fifteen (15) minute paid rest period. An employee working seven (7) or more hours in a day shall be entitled to two (2) paid rest periods of fifteen (15) minutes each. Such rest periods will be scheduled consistent with the needs of the business, but as close as possible to the middle of the half-day. Employees shall punch in and out during rest periods and lunch periods.

7. Employees who are instructed to report to work shall be guaranteed at least four (4) hours work.
8. In an effort to have a positive impact on employee turnover and the mix of full-time and part-time jobs, the Union and the Company by mutual agreement may discuss and implement certain contract modifications on a test basis.
9. The Employer agrees to discuss changes in the Dress Code with the Union before putting such changes into effect. Employees will be provided information regarding the marketing area dress standards, and each employee will be required to adhere to reasonable dress standards. Employees will be provided Kroger uniform shirts, (three (3) for full-time employees, two (2) for part-time employees), accessory items, and name badges. These uniform shirts will be replaced as necessary provided the employee turns in the worn uniform shirt for a new uniform shirt. Ponchos will be furnished in each store for carryout employees and they shall not be taken off the store premises.
10. The Employer and the Union agree that a proven violation of time clock rules, including working before punching in or after punching out may subject the employee to disciplinary action up to and including discharge.
11. An employee who is absent from work for three (3) consecutive working days without notifying the Store Manager and not having a bona fide excuse will be considered to have voluntarily quit.
12. The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
13. There shall be no split shift schedules unless waived by the Employee.
14. Employees shall have a minimum of ten (10) hours off between the ending of their schedule and the starting of their next schedule, unless waived by the employee. Any employee who works during the ten (10) hour period shall be paid for such time at the rate of one and one-half (1-½) times.
15. The Employer's policy regarding travel expense reimbursement will apply in cases of temporary transfers or for Employees working in more than one store per day.

ARTICLE 10.

VACATION

1. In determining continuous service for vacation purposes, the employee's current employment date with Kroger will be used. Once a vacation selection has been agreed to and scheduled, it shall be changed only by mutual agreement between the employee and the Employer, except in cases of emergency beyond the control of the Employer. No weeks shall be eliminated from the vacation schedule; however, the Employer reserves the right to determine the number of employees on vacation during any week based upon business needs.

2. Eligible Full-time employees will be entitled to vacation according to the following:

1 year of continuous service - 1 week vacation
2 years of continuous service - 2 weeks vacation
9 years of continuous service - 3 weeks vacation
18 years of continuous service - 4 weeks vacation

Eligible Part-time employees will be entitled to one (1) week vacation after completing one (1) year of continuous service. Effective January 1, 2007, part time employees hired before March 26, 2006 with three (3) years of service will receive two (2) weeks vacation. Part time employees hired on or after March 26, 2006 with four (4) years of service will receive two (2) weeks of vacation.

3. Choice of vacation dates will be granted on the basis of seniority, except that the Company reserves the right to grant vacations to any employee when their absence will least affect the operation. Employees must choose vacation by March 1, otherwise they forfeit the privilege of choice by seniority.

4. Eligible employees will be paid vacation on the basis of average hours in the qualifying year determined by dividing total straight time hours worked by fifty-two (52) to a maximum of forty (40) hours per week. No employee will be given pay in lieu of vacation for any vacation week earned. Vacation pay will be paid in advance.

5. Initial vacation is earned by completing one (1) year of continuous service from the employee's anniversary date (appropriate date of hire). In subsequent years, except in those years when the employee qualifies by the schedule for an additional week of vacation, the employee will become eligible for vacation as of January 1st each year providing the employee worked December 30th of the qualifying year. In the year when an employee qualifies for an additional week of vacation (2nd week, 3rd week, or 4th week), the employee must work to their anniversary date in order to be eligible to receive the additional week of vacation.

6. Vacation not taken within the calendar year may be carried over into the next year. Carried over vacation weeks must be taken by the end of January. Any exception to this must be requested in writing to the store manager and will only be granted when unforeseen business circumstances preclude vacation time from being taken.

7. Full time employees with three (3) or more weeks of vacation may elect to take one (1) week (five (5) days), one day at a time (up to three (3) days in a week).

- a) The intent must be declared when vacations are selected.
- b) The employee must give the Store Manager two (2) weeks notice.
- c) The day(s) selected must be agreeable to the Store Manager.

8. Employees who have not taken the vacation, which they earned by reason of their service and who leave their employment, shall receive their vacation pay at the time of leaving.

9. No more than two (2) vacation weeks may be taken from the week of Memorial Day through the week of Labor Day.

ARTICLE 11.

SENIORITY

1. Seniority shall be determined on the length of service of the employee, with regard to the employee's ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. Agreed upon seniority lists shall be established and maintained, and such records shall be available to the Union at all times. Full-timers will have seniority over part-timers. In layoffs and recall, the principle of seniority shall apply. In the matter of promotions or permanent transfers from one store to another, the Employer shall have the right to exercise final judgment after giving due regard to seniority.

2. Seniority shall be on a store, geographic area, and local bargaining unit basis for full-time. The seniority date shall be the employee's beginning date as a full-time employee, or the employee's date of entrance into this bargaining unit if he is a full-time employee when he enters this bargaining unit. Seniority for part-time employees shall be on a store basis and then on an area basis, and shall be the employee's date of hire.

3. Seniority shall be considered broken if an employee is justly discharged by the Employer, if the employee voluntarily quits, if the employee has been laid off continuously for a period of more than six (6) months or if the employee is called back to work after a layoff and does not report for work within one (1) week.

4. A part-time employee who is available for and desires a full-time job will make his desire known in writing to the Zone Manager with copies to the Union. When the Employer has such an opening on other than a temporary basis, such employee will be considered for the opening based on seniority in the store, provided he has the ability to fill the job. Should the opening not be filled in this manner, the Employer will then attempt to fill the opening by utilizing interested part-time employees by seniority from other stores in the geographic area who have letters on file.

5. In the event of store closing or layoffs, the Employer and the Union will meet and discuss the reassignment of work. Whatever agreement is reached will be final and binding. If no agreement is reached, the provisions of 11.2 shall apply.

6. A full-time employee who has been reduced below thirty-five (35) hours per week for six (6) consecutive weeks or laid off for one (1) week shall have the right to displace the least senior full-time employee in the geographic area or, then the bargaining unit if they are the least senior in the geographic area. Failure to do so, forfeits this right.

ARTICLE 12

HOLIDAYS

1. Employer will observe the following holidays for eligible full-time employees: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. During a week in which one of the above holidays occur, full-time employees who have worked for more than ninety (90) days shall receive eight (8) hours straight time pay in addition to wages earned unless absent the last workday before the holiday or the first workday following the holiday.

2. Employees who are on leave of absence or disability during the week in which a holiday falls will not receive holiday pay. If an employee takes a vacation, during a holiday week, the employee will receive an additional day off in lieu of the holiday.

3. Eligible full-time employees will receive a personal holiday each year. This holiday must be scheduled in advance, and must be scheduled

with store manager approval. Eligible full-time employees are those who have more than ninety (90) days of service and who are actively employed on January 1st each year. Employee will receive eight (8) hours straight time pay for personal holidays.

4. Effective January 1, 2002, part time employees with one (1) year of continuous service will be eligible for two (2) personal holidays each January 1 of the Labor Agreement. Part time employees who achieve one (1) year of continuous service subsequent to the first of the year will be eligible for two (2) personal holidays at the next January 1. Part-time personal holidays will be paid at four (4) hours straight time pay per holiday.

5. Full time employees on the payroll at ratification (10/1/01) will receive three (3) additional personal holidays over the term of this agreement. Part time employees on the payroll at ratification (10/1/01) will receive three (3) additional personal holidays over the term of this agreement.

ARTICLE 13.

LEAVE OF ABSENCE

1. Any employee desiring a leave of absence shall secure written permission prior to the commencement of the leave from the Employer with a copy to the Union, the length of absence to be agreed by the Employer and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority of the employee involved.

2. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits and will not result in loss seniority. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

3. Requests for Military Leave of Absence and/or Family and Medical Act Leave of Absence will be based upon applicable law.

4. Requests for Sickness, Injury, Pregnancy, and/or Personal Leave of Absence will be granted based upon Company Policy.

5. The Employer agrees that any member of the Union employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or appointed to any Union activity necessitating a leave of absence shall be granted a leave of absence and shall, at the end of the term in the first instance or the end of this mission in the second instance, be given re-employment at his former wage rate (seniority permitting) plus any increase or less any reduction that may

have become effective during this absence. Such leave will automatically renew for three (3) years unless notification is sent by such employee in writing to cancel leave.

6. In case of a death in the immediate family of an employee who has completed their probationary period, they shall be paid for a reasonable period of absence, depending upon the circumstances, but not to exceed three (3) days provided the employee attends the funeral. In no case shall the pay for the week exceed the normal week's pay. Employee's family shall mean spouse, parents, step-parents, child, step-child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren or any relative residing with the employee.

7. In case an employee is known to have served on any duly constituted jury, he shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for his normal workweek.

ARTICLE 14.

GENERAL

1. The Employer shall display in each store and in a prominent place, the Union Store Card and Decal as furnished by the Union and agrees to surrender same upon demand from the Union.

2. The Employer will make available a bulletin board or an appropriate space for the Union to post notices or bulletins concerning administrative affairs of the Union.

3. If the Employer requires an employee to take a physical examination, the Employer will pay for such examination.

4. First Aid Kits for each store and all tools of the trade will be furnished by the Employer. Where machines such as meat grinders, saws, cubing machines, etc., are equipped with guards or other protective devices for the protection of employees, such devices must be used. Failure to do so may result in disciplinary action.

ARTICLE 15.

UNION COOPERATION

1. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer. A copy of all rules and regulations will be furnished to the Union.

2. The Union agrees to cooperate with the Employer and the Employer agrees to cooperate with the Union in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

3. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

4. The Union recognizes the need for improved methods and output in the interest of the employees and the business, and agrees to cooperate with the employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

ARTICLE 16.

SEPARABILITY

1. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereof. If any part of this Agreement is construed to be in such violation, then that part shall be null and void and the parties will negotiate to replace said void part with a valid provision.

ARTICLE 17.

SHOP STEWARDS

1. The Union shall have the right to designate three (3) Shop Stewards (two (2) regular and (1) alternate) for each store. The Shop Stewards may act for the Union in the collection of dues from Union members and explaining the facts and status of the Union to the employees. The Union shall furnish to the Employer a list of Shop Stewards and any necessary revisions of this list due to changes. A Shop Steward may be transferred only in cases of promotion or with the consent of the steward or the Union to the transfer. The Shop Stewards shall be the last employees to be laid off except in the cases of store closing.

2. Lengthy discussions between employees and representatives of the Union, including the Shop Steward, or among themselves concerning disputes, shall not take place during working hours.

3. There shall be no discrimination against any employee because of Union membership. The Employer further agrees that there shall be no discrimination against any Shop Steward as a result of the performance of his responsibilities.

4. In the interest of promoting cooperative relations, Store Management will introduce each new employee in the store to a Union Shop Steward within one (1) week after the new employee reports to work. At the time of introduction, Store Management will provide the Shop Steward an opportunity on the clock to meet privately with the new employee. In this brief meeting, the Shop Steward shall give the new employee information about the Union and shall explain its operations; the Shop Stewards may answer any questions the new employee asks; shall request the new employee to join the Union and may make arrangements for the new employee to become a member.

5. The Employer agrees to pay two (2) days pay per store each year for Shop Steward training to be conducted by the Union. The Shop Stewards will provide proof of attendance at said training in order to be compensated for the day by the Employer.

ARTICLE 18.

PENSION

1. Effective January 1, 2005, the parties agree to transfer pension coverage to the UFCW and Participating Employers Pension Fund. Contributions of twelve (12) cents per hour will be made on behalf of eligible employees, excluding Courtesy Clerks/Baggers, who have completed one (1) year of service.

ARTICLE 19.

HEALTH AND WELFARE

1. Continue the current Health Care benefits until June 1, 2006. On June 1, 2006 substitute the Health Care plans for Richmond/Hampton Roads/Kroger as agreed by the parties on March 24, 2006.
2. Continue the current employee contributions until June 1, 2006. Effective June 1, 2006, modify employee contributions in accordance with the attached H-3.
3. The benefit plan will be a stand-alone plan within the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund. The group will be accounted for and tracked separately for claims experience, trend, and its share of administrative costs and related expenses.
4. The eligibility rules of the Fund shall apply except as follows: Eligibility, including tunnels which were in place as of August 15, 2003, will remain unchanged for life of the current labor agreement.

An employee is eligible for benefits the first of the month following thirty (30) days of continuous employment if the employee is a full-time employee working at least thirty-five (35) hours per week.

An employee is eligible for benefits the first of the month following one-year of continuous service if the employee is a part-time employee who works at least seventeen (17) hours per week.

After participation in the plan continuously for twelve (12) months, a part-time employee shall retain coverage except in the case of: changing their availability; no hours being available for an entire month; or in the case of a layoff.

5. The plan will continue opt out provisions identical to those in effect on March 25, 2006 and an open enrollment will be conducted annually.

6. The prescription drug benefit will provide the same levels of coverage in place on March 25, 2006 with the coinsurance features as agreed on in the attached page H-2.

7. The prescription drug benefit will be delivered through the Kroger exclusive provider arrangement and will be administered by the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund.

8. The United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund will provide retiree health and welfare coverage identical to the employee health and welfare coverage in effect June 1, 2006. Retiree contributions (full COBRA rate) necessary for participation will continue for the life of the labor agreement.

Eligibility for retiree coverage includes:

- Employees who are eligible for active coverage at the time of retirement and who retire from the company at age 55 or older with twenty (20) or more years of service, or age 60 or older with ten (10) or more years of service.**

Coverage levels (choices) include:

- Retiree only**
- Retiree plus spouse**
- Retiree plus child(ren)**
- Retiree plus family**
- No medical/prescription drug coverage**

9. Contributions will be made to the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund commencing the month (or as soon as practical) following approval by the Board of Trustees.

Full-Time Contribution rates and Part-Time Contribution rates will be determined by the Fund Consultant and Administrator.

The above contributions will be made on behalf of all eligible employees. Such contributions will be made to the trust fund on or before the 15th of the month for hours worked the proceeding calendar month. Upon payment of the contributions, the Employer will report to the Trust Fund all hours paid on all employees for which contributions were required during the preceding calendar month. In accordance with the foregoing method of determining contributions payable, such report will be made in a manner prescribed by the Trustees. The contributions provided for in this section shall be for the purpose of providing such benefits for eligible employees as are determined from time to time by the Trustees of the aforesaid Trust Fund.

10.1 Contributions to the Trust Fund shall be discontinued as of the first of the month following:

- 1) Termination of employment
- 2) Layoff
- 3) Leave of absence (except as governed by the FMLA)

10.2. The Employer agrees to pay amounts necessary to maintain benefits as outlined herein during the life of the current labor agreement.

The amounts necessary will be determined annually by the Fund Consultant. The review will be conducted during August of each year. Any increase in contributions necessary to maintain benefits will be communicated to the Employer by September 1 and will be applied to hours worked during the month of September and payable with the October payment.

11. Effective 12/30/01 for full time employees, the Company will provide short-term disability coverage to a maximum of 26 weeks for wholly and continuous disability. Benefit commences on the eighth (8th) day of disability (except with the first day for hospitalization) and provides benefits up to 66 2/3% of average weekly pay (utilizing the four (4) full workweeks prior to commencement of disability).

12. **Current Sick Pay Plan will cease effective 12/31/01.**
There will be no liability for the Employer after 12/31/01 as a result of the Sick Pay Plan.

ARTICLE 20. WAGES

1. **For employees on the payroll at ratification:**

a) **Deleted**

- b) **Full time under \$10.00 per hour until they reach \$10.00 per hour:**

10/2/06	\$.25	per hour
10/1/07	\$.25	per hour
10/6/08	\$.25	per hour
10/5/09	\$.25	per hour

Part time under \$7.75 per hour until they reach \$7.75 per hour:

10/2/06	\$.25	per hour
10/1/07	\$.25	per hour
10/6/08	\$.25	per hour
10/5/09	\$.25	per hour

Full time upon reaching a rate of \$10.00 per hour will only receive Personal Performance/Rate Review increases subsequently through the remaining term of the agreement. Part time upon reaching a rate of \$7.75 per hour will only receive Personal Performance/Rate Review increases subsequently through the remaining term of the agreement.

- c) **Annual Performance Rate Review**

During the First Quarter of each year, employees will be provided with a Personal Performance Evaluation. Overall performance will be rated by the Store Manager using the following criteria and their personal pay rate will be adjusted accordingly effective the first Sunday of the Employer's Fourth Period each year.

<u>Evaluation</u>	<u>Full-time</u>			
	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Meets required job standards:	\$.25	\$.20	\$.20	\$.20
Usually exceeds required job standards:	\$.30	\$.25	\$.25	\$.25
Consistently exceeds required job standards:	\$.35	\$.30	\$.30	\$.30

<u>Evaluation</u>	<u>Part-time</u>			
	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Meets required job standards:	\$.15	\$.10	\$.10	\$.10
Usually exceeds required job standards:	\$.20	\$.15	\$.15	\$.15
Consistently exceeds required job standards:	\$.25	\$.20	\$.20	\$.20

If ninety (90) percent of the Employees reviewed do not receive an overall annual rating of "Meets Standards" or better in each calendar year, the Employees who received less than a "Meets Standards" review shall receive the personal rate adjustment equal to a "Meets Standards" adjustment for that year.

2. For employees hired on or after ratification

- a) The Employer shall determine initial rates of pay for new hire, or rehired, employees by utilizing a consistent application of the employees knowledge, skill and previous experience. New hired employees may be started at 95% of the Standard Rate as indicated below.
- b) The Standard Rate for each level as indicated will approximately represent the rate of pay for an employee with one (1) year of experience.

Standard Rate	
Senior Clerks	\$8.00
Advanced Clerks	\$7.00
Basic Clerks	\$6.00
Lead Clerks (Seafood, Dairy, Frozen Food, File Maintenance, Night Stock)	\$8.75
Department Head Back-Up (Grocery, Drug-GM Front End, Meat, Produce, Deli-Bakery)	\$8.75
Grocery Department Night Stock Clerks	\$8.75
Meat Cutter	\$12.00

JOB DESCRIPTIONS

- | | |
|-----------------|--|
| Senior | Senior employees would be experienced, well trained clerks who are capable of performing all production and customer service tasks in multiple departments. They would as a resource for Advanced and Basic Employees. |
| Advanced | Advanced employees would be more experienced clerks than Basic clerks. This group could perform any type of work in the store, but would in most cases only trained for a few job functions (e.g. Cashier/Bagger, Produce/Floral, etc.). |
| Basic | Basic employees would be new hire employees who would progress through orientation/training. Generally, these would be scheduled to work in one department on primary tasks. |
- c) Upon reaching the Standard Rate for their level, employees hired after ratification would be eligible for Performance Rate Increases and contractual increases under the same provisions as employees on the payroll at ratification.

MISCELLANEOUS WAGE NOTES

1. The Employer will appoint, where applicable, a Lead Seafood Clerk. Employees appointed to this position will receive a premium of fifty cents (\$.50) per hour in addition to their personal rate.
2. The Employer will appoint a Lead Dairy Clerk. Employees appointed to the position of Lead Dairy Clerk will receive a premium of fifty cents (\$.50) per hour in addition to their personal rate.
3. The Employer will appoint a Lead Frozen Food Clerk. Employees appointed to the position of Lead Frozen Food Clerk will receive a premium of fifty cents (\$.50) per hour in addition to their personal rate.
4. The Employer will appoint a Lead File Maintenance Clerk. Employees appointed to the position of Lead File Maintenance Clerk will receive a premium of sixty cents (\$.60) per hour in addition to their personal rate.
5. For employees assigned to work on a bona fide Grocery Department Night Stocking Crew, the Employer will provide a twenty-five cents (\$.25) per hour premium in addition to the employee's personal rate. This premium will be paid for bona fide Grocery Department Night Stocking crew work performed between the hours of 10 p.m. and 6 a.m. Effective on April 30, 2006, the employees assigned to work on a bona fide Grocery Department Night Stocking Crew will be paid a minimum hourly rate of \$8.75 per hour.
6. If the employer appoints a Lead Night Stock Clerk to supervise the activities of a bona fide Night Stock Crew in the absence of the Grocery Manager, the Lead Night Stock Clerk will receive a premium of five (\$5.00) dollars per shift or twenty-five (\$25.00) dollars per week.
7. If the Employer selects an Employee to act as a Department Head Back-up in Grocery, Drug-GM, Front End, Meat Produce or Deli/Bakery, the employee will receive a fifty-cent (\$.50) per hour premium in addition to their personal rate.
8. Any employee who relieves a Department Manager (Grocery, Produce, Drug GM. Meat, Front-end, Deli, Bakery) for a period of five (5) days (within a work-week), or more, and to whom responsibility for the job is delegated by the Employer, shall receive a premium of thirty dollars (\$30.00) per week.
9. Effective April 30, 2006, employees assigned to lead clerk or back up positions will be paid a minimum hourly rate of \$8.75 per hour.

10. Effective April 30, 2006, employees working assigned as a Basic Clerk position will be paid a minimum hourly rate of \$6.00 per hour.

ARTICLE 21

EXPIRATION

The Agreement shall continue in effect from March 26, 2006 through March 27, 2010 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire to terminate or modify the Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this _____ day of April 2006.

FOR THE UNION:

FOR THE COMPANY:

SCHEDULE "A" – FUEL CENTER AGREEMENT

The Parties agree to the following for facilities with fuel centers:

- a) A Fuel Center Clerk's responsibilities will be to perform all tasks associated with the operation of the Fuel Center as directed by store management.
- b) The terms of the Richmond/Hampton Roads Agreement shall apply but Fuel Center Clerks shall not receive benefits of a monetary nature, except for wages, vacation and holidays as specified. It is understood that benefits such as health and welfare, pension, etc., are of a monetary nature and are not to be provided to the Fuel Center Clerk. Seniority within each Fuel Center shall prevail.
- c) Vacations shall be granted per Article 10 and Holidays shall be granted per Article 12 of the Richmond/Hampton Roads Agreement.
- d) The Employer may utilize any vendor services available to the trade at no additional cost. Management may perform any tasks necessary to ensure the efficient operation of this center.
- e) A Fuel Center Clerk after two (2) years of service, shall be given preference by seniority, together with ability, practicability and availability, should an opening occur for a part-time store employee and shall further be given preference in the same way for full-time positions after they have been offered to the part-time employees. Fuel Center Clerks who transfer into the store will maintain their original hire date for benefit eligibility.

March 25, 2006

Mr. C. James Lowthers
UFCW Union Local #400
4301 Garden City Drive
Landover, MD 20785

Dear Mr. Lowthers:

The following understandings and/or agreements reached during negotiations will assist the parties in the administration of the contract:

1. The parties agree that if a Kroger store operates in one of the Counties or Cities or Towns contained in the list below, this Collective Bargaining Agreement solely governs the represented employees within that store:

Accomack	Amelia	Brunswick	Charles City
Charlotte	Chesterfield	Cumberland	Dinwiddie
Essex	Gloucester	Goochland	Greensville
Halifax	Hanover	Henrico	Isle of Wight
James City	King and Queen	King William	Lancaster
Lunenburg	Mathews	Mecklenburg	Middlesex
New Kent	Northampton	Northumberland	Nottoway
Powhatan	Prince George	Richmond	Westmoreland
Southhampton	Surry	Sussex	York
Virginia Beach	Chesapeake	Suffolk	Portsmouth
Norfolk	Hampton	Newport News	Poquoson

2. The parties' agree to recognize Adjusted Service Dates for former Hannaford employees to be used for vacation and seniority purposes.
3. The parties agree that if a Department Head (Grocery, Produce, Meat, Drug/GM, Front End, Deli/Bakery) who is in good standing, voluntarily reduces his position as a Department Head and enters the bargaining unit, service time as a Department Head will be considered in determining bargaining unit seniority.

Sincerely,

George W. Anderson
Director,
Human Resources/Labor Relation

March 25, 2006

Mr. C. James Lowthers
UFCW Union Local #400
4301 Garden City Drive
Landover, MD 20785

Dear Mr. Lowthers:

1. In any newly built Kroger Food and Drug store in the geographic area outlined in Article 3 "Coverage" of the Richmond/Hampton Roads Labor Agreement, where a majority of the workforce has transferred from the Richmond/Hampton Roads Bargaining Unit, Kroger will recognize Local 400 and the appropriate agreement will apply to the new Kroger Food and Drug store's workforce by the same practices used by the parties in the past.
2. In any newly built or acquired store in the geographic areas outlined in Article 3 "Coverage" at which there is a transferred work force which is less than a majority of the workforce, Local 400 shall have "access" to the store when employees are working. "Access" means that Local 400 representatives may enter the store and meet with employees about membership in the same manner as they have in the past. Employees will not be solicited in such ways as to interfere with their work or impede service to customers. Upon presentation to Kroger of proof that Local 400 represents a majority of employees in the store, Kroger will recognize Local 400 as the bargaining representative and the appropriate agreement will apply to the new Kroger Food and Drug store's workforce.
3. Should the Employer decide to acquire a facility or facilities within the geographic area outlined in Article 3 "Coverage" of the Richmond/Hampton Roads Labor Agreement, and either party believes the acquisition situation is such that certain modifications to the Labor Agreement are needed, upon request the parties will meet for the purpose of discussing a possible framework for a labor agreement that would apply at such newly-acquired facility, or facilities, once a majority of employees choose to be represented by Local 400.
4. The Mid-Atlantic Marketing Area and its managers and UFCW Local 400 (and its representatives) in stores covered by this agreement agree to treat each other with mutual business respect. Neither party will engage in negative discussion about each other, and Kroger will not tell employees it opposes or supports the Union. Kroger and its managers will not interfere with the rights of its employees to choose to join a union or to sign union authorization cards. Local 400 and its representatives will not interfere with the rights of Kroger employees to choose not to join a union.
5. The parties agree that shop stewards will be appointed in each store covered by the labor agreement. The parties agree that in the event a new employee has not been introduced to the steward per Article 17.4 that upon request the Company will introduce the new employee to the union representative. It is understood that this does not apply to stores when the Union does not have a steward.

If any disagreement occurs in the interpretation of this letter of understanding, the parties agree to utilize the grievance and arbitration provisions of the contract to resolve the disagreement. The parties further agree that this letter of understanding shall be interpreted consistent with the National Labor Relations Act.

Sincerely,

**George W. Anderson
Director,
Kroger Mid-Atlantic Human Resources/
Labor Relations**

March 25, 2006

Mr. C. James Lowthers
UFCW Union Local #400
4301 Garden City Drive
Landover, MD 20785

Dear Mr. Lowthers:

For employees who have completed their probationary period as of 3/26/2006, the Company will provide the following one-time bonus payment, less legal withholdings:

Full-time \$350.00

Part-time \$150.00

Sincerely,

George W. Anderson
Director,
Kroger Mid-Atlantic Human Resources/
Labor Relations

KROGER 000463